



# BEACH COMMUNITY DEVELOPMENT DISTRICT

## *Advanced Meeting Package*

### *Workshop*

*Thursday  
October 2, 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

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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, October 2, 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](mailto: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, October 2, 2025

Time: 6:00 PM

Location: 12788 Meritage Blvd.,  
Jacksonville, FL 32246

## *Workshop Agenda*

### **I. Roll Call**

### **II. Audience Comments**

### **III. Presentations**

A. Proposed Amenity Events for FY 2026 – Oliver Ingram

### **IV. Upcoming Business Items**

A. Anchors Aweigh Aquatics LLC 2026 Summer Activities Proposal

B. Consideration of Access Control Proposal

[Exhibit 1](#)

[Pgs. 7-8](#)

C. Consideration of Family Pool Refinishing Proposal Options

1. C Buss Enterprises

[Exhibit 2](#)

[Pgs. 10-12](#)

2. Southern Elegance Pools

[Exhibit 3](#)

[Pgs. 14-15](#)

3. Tempool Inc.

[Exhibit 4](#)

[Pgs. 17-18](#)

D. Consideration of Rupert Landscape Phase IV Landscape Maintenance Proposal

[Exhibit 5](#)

[Pgs. 20-43](#)

### **V. Supervisor Projects**

A. Chair Kendig

1. Gym Etiquette

[Exhibit 6](#)

[Pgs. 45-46](#)

2. Post Orders

3. Additional Storage Needs

4. Trees

5. FL Highway Patrol Agreement for Traffic Enforcement

6. CCTV

7. Construction Entrance Security

8. Box at Gate

9. JSO & COJ – Off Duty Patrol

10. Traffic Control Devices

[Exhibit 7](#)

[Pg. 48](#)

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

[Exhibit 8](#)

[Pg. 50](#)

## **V. Supervisor Projects – continued**

### **B. Vice Chair Szeszko**

1. Expansion of Pool Hours/Pool Lighting
2. Thunderstorm Policy
3. Amenity Center Cable Contract Review
4. Brainstorm – Other Cost Savings Initiative
5. “Punch List” & Response from Developer
6. Community Survey – Ranking of Capital Improvement Projects - \$150K in CRF FY26 Budget
7. Landscape Maintenance Contract RFP
8. Survey Question regarding Roving Patrol
9. Virtual Gate Guard Research

[Exhibit 9](#)  
[Pgs. 52-59](#)

### **C. Supervisor Young**

1. Amenity Suspension Process
2. Revisions to Amenity Policies
3. Capital Improvement Plan Projects
4. Pool Hours – Dawn to Dusk – from 06/16/2025 meeting
5. Extension of Gates at Guardhouse – from 07/21/2025 meeting

[Exhibit 10](#)  
[Pgs. 61-97](#)

### **D. Supervisor Repak**

### **E. Supervisor Caprita**

## **VI. Unassigned Supervisor Projects**

### **A. Board Annual Checklist**

### **B. Ruppert Irrigation Inspection Report**

[Exhibit 11](#)  
[Pg. 99](#)

### **C. Ruppert Irrigation Inspections**

[Exhibit 12](#)  
[Pg. 101](#)

### **D. Non-Preserve Area Drainage**

### **E. Large & Small Dog Park**

[Exhibit 13](#)  
[Pgs. 103-104](#)

### **F. PMO Tool**

### **G. Badge Software**

### **H. Grilling Area for Rentals**

## **VII. Pending from Prior Workshop(s)**

### **A. Ruppert Landscape Sulfur Application Proposal**

[Exhibit 14](#)  
[Pgs. 106-108](#)

### **B. Consideration of Garbage Can Proposal**

### **C. Quotes for Mailbox Painting**

1. Estatic LLC

[Exhibit 15](#)  
[Pgs. 110-111](#)

## **VIII. Discussion Topics**

- A. Change Start Time of “Adult” Events from 6PM to 7PM
- B. Resident – Billy Mitchell – Security Services from 04/21/2025 meeting
- C. Resident – Carole Repak – Converting Construction Entry Gate to an Emergency Entry/Exit Gate from 05/12/2025 workshop
- D. Placement of Speed Signage – from 09/15/2025 meeting
- E. Placement of Ping Pong Table – from 09/15/2025 meeting
- F. Hours of Amenity Operations – from 09/15/2025 meeting
- G. Drainage at Costas Way – from 09/15/2025 meeting (see River Rock proposal above)
- H. Vendor Scorecards – from 09/15/2025 meeting
  - 1. Summary of Submitted Scorecards
    - a. Supervisor Korsakova’s Scorecard
    - b. Supervisor Kendig’s Scorecard
    - c. Supervisor Young’s Scorecard
    - d. Supervisor Szeszko’s Scorecard Comments

[Exhibit 16](#)

[Pgs. 113-114](#)

[Exhibit 17](#)

[Pgs. 116-118](#)

[Exhibit 18](#)

[Pgs. 120-121](#)

[Exhibit 19](#)

[Pgs. 123-124](#)

[Exhibit 20](#)

[Pgs. 126-128](#)

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

**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



904.710.8161  
clayton@cbussenterprises.com  
www.cbussenterprises.com  
152 Lipizzan Trail  
Saint Augustine, FL 32095

August 13, 2025

Ron Zastrocky  
c/o Vesta Property Services  
245 Riverside Ave, Suite 300  
Jacksonville, FL 32202

Tamaya (Beach CDD)  
12788 Meritage Blvd,  
Jacksonville, FL 32246  
rzastrocky@vestapropertyservices.com

## **COMMERCIAL POOL REFINISHING PROPOSAL.**

(VOID AFTER 30 DAYS)

### **FAMILY POOL**

#### **SCOPE OF WORK:**

- Complete Commercial Pool Refinish and Verification of Entrapment Safety -- Features forms for Duval County Department of Health.
- Obtain Duval County Building Department Permit.
- The 5,617SQFT Pool shall be drained professionally, using pump(s) and or existing well points as needed.
- Complete chip-out, mechanically scarify, 5000PSI hydro blast, and prepare wall and bottom surfaces of pool.
- Cut off and chip out the existing 362LFT perimeter overflow gutter. Level overflow gutter drains. Rebuild and level the gutter to maintain proper slope to the gutter outlets and backsplash tiles.
- Inspect the shell of the pool and hydraulic pressure beneath the pool through the access hole.
- Replace hydrostatic valves.
- Chip out around all penetrations and lights and apply waterproofing hydraulic cement.
- Pneumatically Apply Permakote Multicoat bonding and waterproofing agents.
- Chip out Existing Backsplash and Waterline tiles.
- Chip down 3FT Beach Entry Marcite to Allow for New Marcite Cohesion.
- Install new 6X6 Backsplash Tile (\$6/Sqft Allowance)
- Install non-skid mudcap waterline tile at the edge of the perimeter overflow gutter.
- Install 2"X6" Non-skid, Mud-Cap Tile along front edge of steps/benches.
- \*Replace one (1) Expansion Joint w/ SikaFlex Membrane and install new 2"X2" Non-Skid White tile on both sides of Joint.
- Install new floor and Leak stopper wall return fittings.
- Install new VGB main drain frames and grates.
- Apply plaster material to pool walls and bottom and hand trowel to a proper finish.
- Refill and chemically balance water. Owner responsible for water bill.

#### **Option 1:**



904.710.8161  
clayton@cbussenterprises.com  
www.cbussenterprises.com  
152 Lipizzan Trail  
Saint Augustine, FL 32095

Refinish Pools per above with CLI Krystal Krete QUARTZ  
(10-Year Manufacturer Warranty) .....\$223,906.00

**Option 2:**  
Refinish Pools per above with CLI Cove Blue Pearl PEBBLE  
(15-Year Manufacturer Warranty) .....\$241,891.00

### Tamaya/Beach CDD

\*This Joint will need to cure for 5-7 Days Before any Hydration can occur. These Joints are considered Serviceable and may need to be replaced every 3-4 Years.

\*\*This Job is expected to take 3-4 Weeks once the pool is drained and work commences.

This project will be performed promptly, with me as the contractor on the job during each phase of the work and completing the work at hand. This project will not run simultaneously with any other job and will be top priority. The jobsite will be kept clean and free from trash and rubbish. A 14' Dump Trailer will be left on site during construction and dumped periodically. All other tools will be picked up daily and not left on site. The pools will be drained professionally and secured by a dewatering pump with well points (as needed) and relief holes through the pool shell/bottom to ensure proper groundwater control.

Tile selections will be made and approved by Tamaya/Beach CDD B.O.D. There are many colors to choose from.

After the pool is plastered and filled with water, C. Buss Enterprises will initiate the National Plasters Council Start Up Process of the pool to ensure proper chemical balance and customer satisfaction. After the pool is chemically balanced and satisfactory, the County will be notified for reinspection to have the pool reopened.

**Notes:** This bid is based upon there being no hidden conditions that are not visible from deck side. A one-year labor warranty from the Contractor applies. This bid is based on using existing wellpoints. Cementous finish materials are subject to natural variations in shade, color, and texture. The finish material is a hand mixed, hand-troweled and hand-exposed application and is subject to natural variations in appearance and workmanship. Examination of the finish shall be under the National Plasters Council guidelines. Repair of loose rail anchor cups, if needed, shall be a billable extra. Upon commencement of the work, the entire pool area shall become a designated construction site. Due to the inherent safety problems associated with the nature of the work, the area shall be closed to all homeowners and all residents access. The Contractor shall not be responsible for any damage due to vandalism caused by a lack of security. Repair of any damage caused by these activities shall be considered an extra. Subcontractors under the direction and supervision of the refinish contractor shall accomplish the phases of this renovation. If payment is not made as set out in this agreement, the customer agrees to pay all costs of collection, including a reasonable attorney's fee and court costs. Due to unstable construction material market conditions, this estimate is subject to change at any time.

**Terms:** The owner agrees to comply with the following schedule:  
10% with Contract  
50% upon Commencement  
Remaining Balance due upon start up.



- 904.710.8161
- clayton@cbussenterprises.com
- www.cbussenterprises.com
- 152 Lipizzan Trail  
Saint Augustine, FL 32095

*Clayton Buss*

*August 13, 2025*

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Clayton Buss, President C. Buss Enterprises

Date

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Tamaya/Beach CDD Owner

Date

## EXHIBIT 3



## Integrity, Trust, & Putting the Customer First!

CPC 1458631

July 21, 2025 (Good for 30 Days)

### The Tamaya Family Swimming Pool Renovation Proposal

Southern Elegance Pools proposes to furnish and perform labor & materials necessary for the completion of renovating the Swimming Pool as follows:

➤ **Permitting:**

- County and Health department permitting required.

➤ **Pool Interior Finish 5940 Sq. Ft:**

- Drain pool and spa and secure from popping.
- Cut around floor returns and sound check interior for voids (removal of all debris).
- Pressure wash and acid wash interior of pool shell.
- Install new floor return fittings.
- Install new trench drain cover at beach entry area.
- Inspect main drain covers to ensure compliance with the **Virginia Graeme Baker Pool & Spa Safety Act**: Main Drain grate / cover retrofit with the Department of Health – to comply with ASME/ ANSI A11-2 19.8 / NSF50 & FDOH 64E-9. Install new main drain grates if needed.
- Bond-coat interior of pool.
- Remove and replace 3 wall ladder steps.
- Install KrystalKrete standard finish (Nine standard color options, upgrade listed below).
- Fill pool via Tamaya supplied source, clean-up, and apply start-up chemicals.

➤ **Tile:**

- Remove/score existing gutter and waterline tile inside of pool.
- Bond-coat scored tile or where tile was removed if needed.
- Install approx. 367 Ln. Ft of new standard 6" x 6" flat backsplash tile in gutter.
  - (Glass or Mosaic upgrade available below).
- Install approx. 367 Ln. Ft of new standard 3" x 6" bullnose trim tile in gutter.
- Install approx. 310 Ln. Ft. of new standard 3" x 6" bullnose trim tile on all steps and benches.
- Install approx. 62 depth marker tiles in backsplash of pool.

➤ **Expansion Joint options. Select A or B:**

- Remove tile along the expansion joint.
- Replace approx. 24 Ln. Ft. of expansion joint between waterslide area and main pool body.
  - A. Replace with Emseal Submerseal (highest quality seal, matches existing) \$15,876.00
  - B. Replace with backer rod and silicone. \$3,550.00
- Install tile along the expansion joint edge.

**Total with Emseal Submerseal Expansion joint: \$262,094.00**

**Total with silicone Expansion joint: \$250,452.00**



**Options – Not included in above proposal:**

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➤ Upgrade gutter backsplash tile to glass (current backsplash tile is glass):	<b><u>\$6,474.00</u></b>
➤ Upgrade to Cove Series Pebble finish:	<b><u>\$27,630.00</u></b>
➤ Replace existing pool light with white architectural series light:	<b><u>\$1,025.00/Each</u></b>
➤ Replace existing ladder grab rails (per pair):	<b><u>\$750/Each</u></b>
➤ Replace existing deck to pool handrails (each):	<b><u>\$1,025.00/Each</u></b>

**Items not included in the proposal unless noted above:**

- *Diagnosis or service to existing pool equipment.*
  - *A second quote can be provided upon request.*
- *Replacement of existing ladder and handrails.*
  - *The existing ladder rails and handrails are in good condition.*
- *Coping or decking.*
  - *The existing coping and decking are in good condition.*

**Respectfully submitted by Southern Elegance Pools, LLC.**

**522 13<sup>th</sup> Ave North / Jacksonville Beach, Florida 32250 / Phone (904) 626-4232**

**Owner/Property Manager Signature:**

**Date:**

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## EXHIBIT 4





1512 Millcoie Road Jacksonville, FL 32225  
904-724-8967 remodel@tempoolinc.com

## COMMERCIAL SWIMMING POOL REMODEL CONTRACT

July 9, 2025

Tempool Inc. will perform the following for the Amenity swimming pool 12788 Meritage Blvd, Jacksonville Florida 32246

Refinish pool 5,700 sq ft with Krystal Krete Blue finish: \$205,404.41

**OR**

Refinish pool 5,700 sq ft with Sunstone Cove Blue pebble finish: \$222,327.11

Drain & secure pool.

Apply PermKote primer (bonding agent).

Chip out 200 sq ft of the beach entry.

Replace waterline tile on the pool.

Install new gutter lip tile in contrasting color.

Install 2 x 6 step tile.

Install new VGB main drain frames with grates.

Install new return and scum gutter fittings.

Install new floorheads.

Includes permits and associated fees and submission of VGB for to Heath Department.

**OWNER RESPONSIBLE FOR CHEMICALS / MAINTENANCE**

If pool needs a full chip-out, please add \$57,000.00

OPTIONS: Install new light, please add \$1,200.00

After 30 days from the estimate date, the price may be subject to change.

Terms: 25% down with signed contract, 50% on start date. 25% (balance) due upon DOH inspection. In the event that payment is not made to Tempool Inc. as set out in this agreement, customer agrees to pay all costs of collection, including a reasonable attorney's fee and court costs.

One year warranty applies on all work. After one year, your plaster warranty is directly through CL Industries.

Notes: In the unlikely case that work cannot continue due to high water tables and Tempool Inc. has to install one or more well points to remove water from the work area, the customer must be aware that there will be an additional fee and a new quote will be provided for this addition. Tempool Inc. will not be held liable for any damage to the project or materials due to vandalism or theft. When installing new tile, it is at the contractor's discretion whether the existing tile is to be removed prior to installing the new tile. This bid is based on there being no hidden conditions that are not visible. Plaster, paver, deck stain, and tile materials are subject to natural and manufacturing variations in shade, color, and texture. Swimming pool remodeling and its process are all hand finished and subject to variability in installation, such as trowel marks, thickness of grout lines, and paver cuts. Upon commencement of the work, the entire pool area shall be closed to homeowner and resident access. The Contractor shall not be



1512 Millcoe Road Jacksonville, FL 32225  
904-724-8967 remodel@tempoolinc.com

responsible for any damage due to vandalism caused by a lack of security. Repair of any damage caused by these activities shall be considered extra. Tempool not responsible for any crack repairs and / or expansion joint leaks. In the event that payment is not made as set out in the above agreement, customer agrees to pay all costs of collection, including attorney's fee and court costs. In the event that the Building and/or Health Department find any items or repairs NOT outlined on this contract, there will be an estimate provided and you agree to cover all additional cost. Tempool not responsible for any DOH closures not related to the work outline above.

\_\_\_\_\_  
Tempool Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Management / Authorized signer

\_\_\_\_\_  
Date

Owner name: \_\_\_\_\_

Owner address: \_\_\_\_\_

Owner phone #: \_\_\_\_\_

Email: \_\_\_\_\_

Pool health department number: \_\_\_\_\_

Plaster finish color choice: \_\_\_\_\_

Tile color choice: \_\_\_\_\_

## EXHIBIT 5

# *Landscape Management Proposal*

**Tamaya Beach CDD (Phase 4)**



Submitted By:

**RUPPERT**  
**LANDSCAPE**



# RUPPERT

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## LANDSCAPE

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### History

Ruppert Landscape has been a trusted leader in commercial landscaping services for nearly 50 years. The company employs over 2500 people and serves customers from 50 branches, primarily throughout the Northeast, Mid-Atlantic and Southeastern US. The company prides itself on its strong culture, commitment to its employees, unmatched attention to its customers and giving back to the community. We specialize in delivering exceptional results for commercial and institutional projects while building lasting partnerships that maximize our expertise, industry knowledge, and value-engineering skills-ensuring the best return on investment for our clients.

Founded in 1971, Ruppert Landscape has grown from a small business into one of the nation's most respected commercial landscape contracting firms. Offering a full range of services-including landscape installation, management, construction management, irrigation installation and maintenance, and environmental restoration-the company is recognized for its innovative management practices and award-winning craftsmanship. With a leadership team that includes many long-tenured members, Ruppert remains committed to being the landscape service provider of choice for both customers and employees. By fostering a culture of excellence and innovation, the company not only delivers exceptional value to clients but also cultivates meaningful career growth, ensuring its continued success in an evolving industry.



## *Mission Statement*

*We intend to be a continuously advancing organization that provides our clients with exceptional value by delivering products and services of the highest quality. We strive toward this goal by preserving an atmosphere in which employees can attain their personal goals through the organization, be proud of the company for which they work, and enjoy themselves. Our corporate culture will be defined by a strong work ethic, conscientiousness, a positive image, profitability, and above all, respect for one another. These characteristics will allow us to be a leader in the markets we serve and an asset to our community.*

# Ruppert Values

## *People: Our Most Important Strength*

Without a doubt, Ruppert Nurseries' number one asset is our employees. We are successful only because of you. Each employee should know that we are committed to his/her growth and development and that we believe all employees should be well informed, listened to, and treated fairly. When problems arise, every ounce of our energy will be put into working through them and developing reasonable solutions because when we hire, our goal is to hire for life.

## *The Customer: Our Reason for Existence*

From day one, each Ruppert employee needs to be aware of the value of our customers. Our customers make our successes possible. We pay our bills, provide our livelihoods, and allow us to grow. Our number one job is to get to know our customers, to listen to them, to build relationships with them, and to do what is necessary to keep them loyal to the Ruppert companies.

## *Community Support*

Giving to the less fortunate through charities has been a strong part of our past and is one of the major reasons of this company's existence. It goes hand-in-hand with serving our customers, providing opportunity for our employees, and making a profit to fuel future growth and development. We want our employees to know that when they come to work at Ruppert, they are perpetuating their future growth and they are helping the less fortunate.

## *Integrity*

As employees of Ruppert Nurseries, it is our obligation to be honest, straightforward, and ethical in dealing with **customers, vendors, and customers. This means that overpayments are refunded, time commitments are met or rescheduled well in advance, verbal agreements are honored, and disagreements are handled professionally.**

## *Image*

When you work for Ruppert Nurseries, we ask you to share our belief that we set industry standards. These standards should initially be set by our personal appearance and include our dress, our uniforms, our fleet, our offices, our fields, our project sites, and all physical surroundings. We believe that the resources we commit to our image are more than offset by increased efficiency, higher morale, elevated company pride, and additional value to the customer.

## *Safety*

The physical well being of our people is of paramount importance to the Ruppert organization. In order to be true to our first value—that of employees being our number one asset—our companies must be vigilant about maintaining a safe and healthy work environment. It is a sign of respect to our employees to spend as much time and energy on safety as on other areas in the organization. Safety is everyone's job and must be scrutinized, talked about, and practiced at all levels.

## *Empowerment*

We can better serve our customers, grow our employees, keep our overhead down, and be more profitable if we are continually striving to empower each employee at every level. Managers are expected to trust and understand their employees and to allow them, within reason, to make decisions on their own. This helps to enhance an employee's job satisfaction while giving the company a competitive advantage or reducing overhead.

## *Watch The Pennies*

There's a saying, 'Watch the pennies and the dollars will take care of themselves.' This idea is an important part of our success. By being aware of the 'pennies' and focusing on reducing waste, purchasing smart, and negotiating the **best price-for-value possible, we will reduce our costs and remain competitive in the eyes of our customers.**

## *Efficiency*

In order to continue to grow, to continue to satisfy our customers, and to continue to maintain our profitability, we need to provide stronger service and a higher quality product at a higher value than our competitors. To accomplish this, we must promote a sense of urgency and continuously strive to out-produce our competitors every day on every job or task.

## *Communication: A Tool for Success*

When communication is strong, great ideas are exchanged, misunderstandings are clarified, and thoughts are conveyed more effectively. We encourage open dialogue and the sharing of ideas between crews, branches, departments and management. We must continually make communication a high priority and look for new ways to share the wealth of knowledge, experience and solutions that exist within the organization.

## *Innovation*

**In order for us to continue to be known as leaders in our industries; we have to be innovative in all facets of our businesses.** This means that it is everyone's responsibility to find a better way to get the job done, whether it is through new actions, new systems, or the use of more advanced technology.

## *Appreciate and Celebrate*

It is critical that we value and appreciate the contributions made by each employee to the organization. Paychecks and bonuses are forms of appreciation; verbal appreciation is another form. Make it a habit to say 'thank you' as often as possible, particularly when someone has done something they're proud of. Nothing can take the place of well-timed and well-chosen words of sincere appreciation for a job well done. It doesn't cost a penny and the benefit is huge.



# LANDSCAPE MANAGEMENT AGREEMENT

**THIS AGREEMENT** is entered into on September 10, 2025 by and between Ruppert Landscape, LLC, located at **5000-18 Hwy 17 #235 Fleming Island FL 32003** hereafter referred to as the “Contractor,” and Tamaya Beach CDD (Phase 4), the owner or designated owner representative, hereinafter referred to as the “Owner”.

The parties wish to enter into an Agreement to define the terms and conditions under which the Contractor will provide Landscape Management and related services to the Owner.

The parties hereby agree as follows:

1. **Services.** The Contractor agrees to perform Landscape Management and related services in accordance with **Addendum #1** “Landscape Management Specifications,” and all approved Alternate’s, which are attached to and incorporated into this Agreement, for the Property of the Owner, **Tamaya Beach (Phase 4)** herein referred to as the “Property.”
2. **Materials, Supplies and Equipment.** The Contractor will furnish all materials, labor, supplies and equipment necessary to perform the specified services. The Contractor reserves the right to subcontract lawn care services, irrigation services, mulch installation and integrated pest management services as deemed necessary.
3. **Initial Term.** The length of this Agreement is for One calendar year(s) following the start date. This Agreement shall commence on **October 1, 2025** (“Start Date”) and shall remain in effect for a 1 year term through September 30, 2026 (“End Date”).  
*Please Note: If the Term is less than 3 years, Contractor’s pricing is typically 2%-4% higher than for a contract with a term of 3 or more years. Multi-year contracts allow us the opportunity to learn the job from a production efficiency and a customer preference standpoint. Furthermore, multi-year contracts help reduce our administrative overhead costs associated with the contract and increase the predictability of our labor needs, which provides stability to our workforce. These factors and more allow us to provide better pricing on multi-year contracts.*
4. **Automatic Agreement Extension.** Unless the Owner notifies Contractor or executes an alternate Agreement at least 30 days prior to the End Date of this Agreement, this contract shall automatically renew for an additional twelve (12) months under the same terms and conditions herein ; provided however, the annual Payments shall increase by the greater of the U.S. Bureau of Labor Statistic’s All-items, trailing 12-month Consumer Price Index or three percent (3.0%) over the Payment amounts for the year immediately prior to the current extension period. Contractor will endeavor to provide an advanced renewal awareness notification that may include an alternative requested price adjustment and/or contract extension term.
5. **Consideration/Payment.**
  - A. In consideration of the Contractor’s performance described herein, the Owner agrees to pay the Contractor a yearly sum indicated below for a period of 1 year



## Basic Maintenance

October 2025 -September 2026

\$69,309.510

\* Plus state and local sales tax where applicable.

- B. **Payment.** Contractor's invoices will be sent to the Owner digitally, via email, to the department or contact person provided by the Owner. Payments will be due the last day of each month for that month commencing October 31, 2025. Invoices will be submitted by the Contractor 30 days prior to the due date. The payment schedule will be as follows:

October 1, 2025 – September 30, 2026

\$5,775.79

A late charge of 1.5% per month will be charged on all amounts past due. A \$40 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.

With respect to the contract, the equal monthly payments constitute a payment plan of convenience and are not representative of the actual work performed on the site. Below is a chart that represents the percentage of work performed in any given month based on a typical January through December twelve-month contract:

### North Carolina, South Carolina, Georgia, and Florida:

<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
5%	7%	8%	10%	10%	10%	11%	11%	10%	7%	6%	5%

In the event of a cancellation, the Owner agrees to pay the Contractor any amount above and beyond the monthly payments for actual work performed and other expenses. The Contractor agrees to reimburse the Owner any amount overpaid by the monthly installment payments for actual work performed less any other expenses.

If the Contractor does not receive a payment for any reason not deemed by the Contractor to be the fault of the Contractor, the Contractor shall have the right, upon 24 hours' notice to the Owner to, (1) cease all work, (2) terminate the contract, or both. The Owner shall pay for all work completed, losses sustained, including lost profits and consequential damages, as well as reasonable attorney's fees and cost of collection incurred as a result of the Owner's failure to pay

6. **Owner's Use of Third-Party Servicers.** In the event that the Owner uses a third-party service for billing, work order management or accounts payable processing, insurance compliance, or any other administrative process. Owner agrees to notify Contractor 30 days prior to the commencement of any work being performed under this Agreement and agrees to provide all information, including any special formatting and any applicable fees,

necessary for the processing, approval and payment of the Contractor's invoices. Owner agrees to pay for any direct or indirect fees or set up costs related to Contractor's processing of invoices through the third-party servicer, with any such fees or costs being added to the Owner's invoice as an additional sum owed.

7. **Material Changes.** Contractor reserves the right, by written addendum, to adjust the remaining and/or future price of this Agreement based on material changes to: a) the Property, including but not limited to changes in size, scope, complexity or physical condition (collectively, "Scope Changes"), b) in the event of new or revised Federal, State, and local jurisdiction laws and or regulations (collectively, "Regulatory Changes") governing the services provided or the cost to produce them - Regulatory Changes can include, but are not limited to, minimum wage increases and pesticide bans, or c) the U.S. Bureau of Labor Statistic's All-items, trailing 12 month Consumer Price Index increases by more than 4.0% ("Inflation Changes"). Proposed adjustments to contract pricing resulting from Scope Changes, Regulatory Changes, and/or Inflation Change will be sent in advance, in writing and become effective in the first month following the written notice.
8. **Additional Services.** Services performed and/or materials delivered, which are not specifically mentioned herein, will be deemed "Additional Services." Additional Services will be proposed by a separate Agreement and will be billed separately, typically upon completion with all payments due within 30 days. At the discretion of the Contractor, alternate payment terms, including but not limited to billing in advance or in installments, may be required for Additional Services. Other than payment terms as stated above, the performance of Additional Services are subject to all the terms and conditions of this Agreement.
9. **Pre-Authorized Minor Repairs.** In the interest of expediency and efficiency, and in an effort to provide Owner with better pricing, the Contractor is authorized to perform incidental repairs and services ("Minor Repairs"), not otherwise included in this Agreement (such as removal of dead plants, emergency irrigation repairs, damage caused by vehicles, storm cleanup, watering, etc.), on a Time Plus Materials basis, not to exceed Four Hundred Dollars (\$400) for any one Minor Repair. These Minor Repairs shall be billed above the contract amount, without prior approval of the Owner, and shall be invoiced upon completion as Additional Services. Pre-authorization of Minor Repairs allows the Contractor to use discretion in maintaining the Property in the manner we believe to be in keeping with Owner's standards, and at cost effective pricing by not wasting time or increasing cost with unnecessary administrative work (e.g. – written proposals and multiple visits for incidental items). In the event that Owner disagrees with Contractor's decision regarding a Minor Repair, then Owner shall have seven (7) days from receipt of the invoice for the Minor Repair to reduce that invoice amount at Owner's reasonable discretion.
10. **Liability.** The Contractor is an independent Contractor and the Owner assumes no liability for injury to the Contractor or the Contractor's agents or employees, unless such injury is caused by the Owner, the Owner's agents, servants or employees. It is further understood that the Contractor is not liable for any damage of any kind whatsoever that is not caused by the Contractor, its agents or employees and the Contractor shall not be responsible for any damages other than direct damages. This exclusion includes, without limitation, incidental, consequential, special and punitive damages.

11. **Insurance.** Ruppert Landscape, LLC will maintain the following types and coverage of insurance:
- A. Worker's compensation in the state in which the work is being performed.
  - B. Automobile liability coverage with combined single limits of \$1,000,000 per accident.
  - C. Comprehensive General Liability coverage with combined single limits of \$1,000,000 per occurrence and a \$2,000,000 aggregate. Products and Completed Operations coverage are included. Upon request of the Owner, the Contractor will provide the Owner evidence of insurance before commencing Services.
12. **Law.** This Agreement shall be governed by the laws of the state of Florida.
13. **Attorney's Fees.** In the event of suit or action commenced to enforce the terms of the Agreement, the prevailing party shall be entitled to reimbursement of its reasonable expenses, attorney's fees and costs, including appeals.
14. **Indemnification.** The Owner shall indemnify, defend and hold harmless Contractor, its owners, employees and subcontractors from and against any, and all claims, damages, reasonable attorney's fees, costs, and expenses which Contractor incurs as a result of a claim or claims brought by the Owner or any third party, arising out of any wrongdoing, negligence and/or breach of contract by the Owner alleged or otherwise, or any Act of God, including but not limited to extraordinary weather conditions, that is related, in any manner whatsoever, to the Premises or the Owner's involvement with the Premises or the Services, including but not limited to personal injuries resulting from slip and fall accidents.
15. **Notification of Deficient Work.** If the Owner believes the Contractor is providing deficient work, the Owner agrees to notify the Contractor of such deficiencies, in writing, within 10 days of said occurrence. If written notice is not received by the Contractor within 10 days of when the Owner knew or should have known about the deficiencies, the Owner will be deemed to have waived any and all claims to recover past payments and/or rights to withhold present or future payments due under this Agreement.
16. **Termination.**
- A. **Breach.** It is agreed that either party may terminate this Agreement for cause, in the event of breach of this Agreement by giving thirty (30) days written notice.
  - B. **Payment.** It is agreed that the Contractor may immediately cease performance and terminate the Agreement without termination notice if the Owner refuses or fails to pay the Contractor according to the terms of this Agreement.
  - C. **Change of Ownership.** In the event that the Property is sold to a new ownership group or individual, as evidenced by a change in ownership in the property tax records associated with the Property or other such support reasonably acceptable to Contractor, then it is agreed that the new owner, or their representative shall have the right to terminate this Agreement up to 45

days following the date of the sale, by providing written notice of their desire to terminate. Such termination shall take effect 30 days following Contractor's receipt of written notice.

**D. Convenience.** Owner or Contractor may cancel this Agreement without cause, by providing sixty (30) days prior written notice to the other. If Owner elects for cancelation without cause prior to the expiration of the full term of this Agreement, the Owner shall pay all outstanding invoices plus, the greater of: i) Twenty Percent (20%) of the remaining balance of the contract amount, or ii) Three (3) monthly installment payments, as liquidated damages and not as a penalty.

17. **Assignment.** Should the Owner assign this Agreement to a new Owner or entity, the Contractor may require (1) approval of the credit worthiness of the new Owner and (2) written assumption by the new Owner of all terms in this Agreement. The Contractor may subcontract any portion of this Agreement to a qualified third party.

18. **Change of Property Ownership or Management.** Owner shall provide written notice to Contractor of any proposed change in the ownership or management of the Property at least 45 days prior to the effective date of any change. A change in ownership or management of the Property shall not relieve the Owner of its obligations hereunder, including, but not limited to the payments owed, unless Owner shall have given proper notice of termination pursuant to this Agreement.

19. **AGREEMENTS CONCERNING PERSONS OF A PARTY.**

A. **Agreements.** During the term of this Agreement and for a period of one year thereafter, neither party will call upon any owner, agent, subcontractor or employee of the other party or persons who were owners, agents, subcontractors or employees of the other within the then-previous 12 months, to employ, hire or otherwise interfere with the employment or business relationships of such persons without the prior written approval of the other party; nor will either party directly or indirectly, for itself or on behalf of or in connection with, any other persons, firm, partnership, corporation, association or facility, solicit, hire, employ or take away any such owner, agent, subcontractor, or employee from the other party. The parties agree that this provision is for the protection of their respective legitimate business interests and is not intended to restrict the employment rights of individuals.

B. **Remedies for Breach.** If either party breaches the above covenant, the offended party shall have the right, in addition to any other rights set forth herein, to apply to a court of competent jurisdiction for an injunction to restrain the offending party from employing such owners, agents, subcontractors or employees and for an order to enforce the terms of this section so breached, and the offending party shall be liable to the offended party for all reasonable attorney's fees, costs and expenses incurred by it to enforce the covenant.

**20. COMPLETE AGREEMENT.** This Agreement constitutes the entire Agreement of the parties. Both parties have read this Agreement and fully understand its contents.

Ruppert Landscape, LLC

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

Name: Anthony Bretz

Title: **Branch Manager**

Date **September 10,2025**

**Billing Address:**

Ruppert Landscape LLC  
5000-18 Hwy 17 #235  
Fleming Island FL 32003

**Billing Contact: Colleen  
Ryan**

Tamaya Beach CDD (Phase 4)

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

**Name:**\_\_\_\_\_

Title: \_\_\_\_\_

Job Name and Address:

Tamaya Beach CDD (Phase 4)

250 International Pkwy

Ste 208

Lake Mary, FL 32746



**Addendum #1**  
**LANDSCAPE MANAGEMENT SPECIFICATIONS**

**Mowing**

To ensure proper root development and to maintain aesthetic quality, all lawn areas shall be mowed and trimmed as needed so that no more than 1/3 of the leaf blades are removed per mowing. The finished cut height will vary based on the grass species. The mowing height will be 1-1/2" to 2" for Centipede and Zoysia turf, no greater than 2" for Bermuda, and 3" to 4" for St. Augustine and Bahia. Weather conditions and grass species will also dictate frequency and timing of cuts. Areas determined too wet for mowing equipment will be mowed when site conditions become conducive to a quality cut. Mowing shall be with a rotary mower with sharp blades to provide a quality cut. Prior to each mowing, all reasonable trash, sticks and other unwanted debris will be removed from lawns.

- a. The mowing operation includes trimming around all obstacles in or adjacent to turf areas including planting beds and tree saucers. Trimming around obstacles is performed with a line trimmer. Proper and effective line trimming requires unavoidable highspeed contact between the nylon trimmer line and the obstacle being trimmed around, inevitably causing wear damage to obstacles constructed of soft materials such as but not limited to wood, plastic, PVC, vinyl, and aluminum. Given this inevitability, the Contractor shall not be held responsible for damage done to obstacles that are in or directly adjacent to a lawn area. At the owner's request, contractor will chemically trim soft material obstacles in or adjacent to turf with a non-selective herbicide in lieu of mechanical trimming.

Mowing patterns will be established and changed on a regular basis to present the most aesthetically pleasing appearance. Grass clippings will be kept out of beds and tree pits. Excessive clippings will be dispersed, and all curbs and walks will be blown clean of debris.



# **Landscape Maintenance Specifications**

## **Schedule “A”**

### **General Services:**

- A.** Mowing of all St. Augustine turf areas will be performed approximately 52 times per year as follows, once per week during summer months of April thru October 15<sup>th</sup>, and once every other week during the months of October 16<sup>th</sup> thru March. Mowing of all Bahia turf to be performed 28 times per year in the growing season. Mowing will be accomplished by use of rotary type commercial machine set at an approximated height of three and one-half inches.
- B.** Edging of all sidewalks, curbs, pathways and other paved surfaces will be performed approximately 42 times per year as follows, once per week during summer months of April thru October 15<sup>th</sup>, and once every other week during the months of October 16<sup>th</sup> thru March. Edging is to be defined as outlining and/or removing turf from the above-mentioned borders by use of a mechanical edger.
- C.** Trimming around obstacles within finished turf areas will be completed during each mowing by use of a string trimmer, chemical, or other mechanical means.
- D.** Detailing of all planted areas will be performed in a sectional method with the frequency of rotation being a minimum of once every three weeks for each individual area. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamentals and groundcover, removal of under story tree suckers as well as the defining of bed lines, tree saucer, and removal of unwanted vegetation (weeds).
- E.** Detailing of high traffic areas (i.e., entranceways and curb areas) will be accomplished in the same manner as stated in “D”, however the frequency will be accelerated to meet the area’s level of importance to the appearance to the property.
- F.** Selective trimming and pruning of trees up to eight feet will be performed annually to prevent disease, encourage good growth habits, and increase the infiltration of light. Any trimming or pruning in excess of eight feet will be covered under a separate work order.
- H.** Walks, curbs, and other paved surfaces adjacent to the turf areas and/or other landscaping elements will be kept clean of unwanted debris by use of forced air or vacuum machinery as conditions dictate.
- J.** All turf, shrub, ornamental, groundcover, and understory trees will be monitored for pests, disease and nutrient problems during each visit to the property. Positive findings will be reported to our designated contact person as a courtesy. Ruppert Landscape will not be held responsible for any damages unless we have a broadened responsibility under turf care and/or tree and shrub care program. If we do have this service in force we will immediately take the necessary steps to remedy the problem. For more information on our fertilization/ pest control program, please see schedule “B”. In the event we do not have these program in force, we can upon request, propose an estimate based on the time and materials needed to effectively treat the areas infected.
- K.** Clean-up and removal of major (tornado, severe winds etc.) storm damage debris, fallen trees, tree limbs or other excessive debris is not covered under this agreement, but can be accomplished under separate work order if it should become necessary.

**Addendum #2**  
**Enhancement Services Summary**

Ruppert Landscape, LLC operates enhancement departments within our landscape management branches in order to be responsive to your special needs and to provide Additional Services that increase the quality and appearance of your Property without interfering with the scheduled routine maintenance. The most common, necessary and popular enhancements are summarized below according to your Property's need. Detailed descriptions of the proposed services are attached for your review as alternates to this Agreement. Please signify your acceptance of these alternates by placing your initials next to the services desired for:

**Alternate #1: Flower Rotations**

<b><u>ROTATION</u></b>	<b><u>QTY</u></b>	<b><u>\$AMT</u></b>	<b><u>INITIAL</u></b>
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Annuals Not In Contract

Total

Rotations:   ot

<b><u>Alt#</u></b>	<b><u>SERVICE DESCRIPTION</u></b>	<b><u>\$AMT</u></b>	<b><u>INITIAL</u></b>
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1	Turf Grass Services : Mowing, Edging Turf Program, Hard Surface Weed Control	\$53,917.95	_____
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2	Plant Horticultural Services: Pruning, Shearing, Perennial Cut- Back, Weeding, Hroticulture	\$13,771.92	_____ _____
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3	Irrigation Services	\$1,619.64	_____
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Annual Flowers Not In Contract (\$2.85 per annual flower changeout)

Irrigation Reapairs, Mulch and Palm Tree Trimming are not included in cotntract.

Irrigation Repairs @ \$85.00 Per hour plus parts.

*Payment for all enhancement services except irrigation management shall be requisitioned separately upon completion, and will be due in full within 30 days. Payment terms for Irrigation Management are stipulated on the details of Alternate #7.*

The enhancement services are hereby accepted as designated by the above initials. Contractor is authorized to perform these services at the above stated prices.

Name of Owner: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_





- L. The inspection, adjustment, cleaning or repairs of any irrigation components on the property is not a service provided by any part of schedule "A" unless the damage is caused by our negligence. Irrigation maintenance agreements are available through our irrigation division, we also accept call in service requests. Please see schedule "C" for more information about our irrigation inspection service. All -inclusive services are also available.
- M. Ruppert Landscape will not be held responsible for any pre-existing conditions or damage caused by others, severe wind, freezes, frost, floods, drought or any other act of nature.
- N. Ruppert Landscape will visit property 52 times per year, at least, to insure top quality workmanship of project.

## **Turf and Shrub Care Specifications Schedule "B"**

Ruppert Landscape shall furnish all horticultural supervision, labor, material, equipment And transportation required for the following specifications.

### **LAWN CARE**

**Fertilization:** There will be 6 custom fertilizer applications to the turf areas per year.

**Weed & Insect Control:** There will be insecticide application for the control of chinch bugs, mole crickets, sod webworms, armyworms. A minimum of 2 pre and post emergent herbicide application for broadleaf weeds, and periodic inspections for insect and diseases. In addition, and at no additional charge. When necessary spray applications will be applied for control of insects listed above, also additional fertilizations for misapplication or unhealthy turf due to low fertilization when necessary.

### **SHRUB CARE**

**Fertilization:** Fertilize established plants with a soluble nitrate fertilizer. Application Depending upon size and age of plants. This includes surface applications for shrubs Not located in turf and groundcover areas. No less than 2 applications per year, one in The spring for growth and one in the fall for root production.

**Insect control:** The spraying of all bed areas as often as necessary for the effective control of shrub damaging insects.

## **Additional Work Program Schedule “C”**

### **Bedding Plants**

Our bedding plant program is designed to accommodate each individual customer. We use top quality plants for all of our installations as well as a sulfur-coated fertilizer (osmocote 14-14-14). Which ensures vigorous growth and bloom development. Bedding soil is not included in our per plant price and is an additional charge. Occasionally, it is necessary to change soil out if the soil becomes infected with a fungus or disease that cannot be treated. The type of annual planted are at our discretion, however, we will try to accommodate any requests from the customer. Bedding plants and installation will be handled under a separate work order.

### **SUMMARY**

It is our goal to provide the highest quality lawn and shrub services available, because we face a multitude of situations on every property we must perform our duties with care. We only use the highest quality materials and equipment and our people are the best in the industry. Because we are dealing with the uncertainties of nature and because every area of turf or shrub planting, is susceptible, we must be aware that problems with infestation or disease will occur. It would be wrong to suggest otherwise. What we promise is to minimize the chances of a problem occurring and to promptly treat a problem until it is eliminated.



## **Qualification and Experience of Crew Leadership**

Anthony Bretz – Branch Manager – Manages Maintenance, Irrigation, and Enhancement on Commercial Properties. Years of experience in Present Position – 20 years. Total years of experience – 20 years.

Christopher Cesaro – Area Manager – Oversees Production, Customer Relations and Operations. Years Experience in Present Position 27 Years. Total Years Experience - 37 Years

Daniel Rhoden – Field Manager- Supervises Maintenance Crew on Property – Years of experience in Present Position 10 Tears. Total Years of Experience - 15 Years

Kyle Carasea – Enhancement Manager – Manages all enhancements done on the property. Years of experience in present position are 2 years. Total Year of experience 15 years.

Nick Angelo – Irrigation Manager – Manages Irrigation Crew during Inspections and Repairs. Years of experience in current position – 7 years. Total years of experience – 7 years.



### **Contracts Related to the Provision of Services**

The Crossings Eagle Harbor

Contact: Steve Andersen

Contact Phone Number: 904-509-6445

Project Type/ Description: CDD – Landscape and Irrigation Maintenance

Dollar Amount of Contract: \$863,115.84

Fleming Island Plantation

Contact: Margaret Alfono

Contact Phone Number: 904-278-8613

Project Type / Description: CDD – Landscape and Irrigation Maintenance

Dollar Amount of Contract: \$658,400.00

Marsh Landing CDD

Contact: Caryn Scott

Contact Phone Number: 904-412-1926

Project Type/ Description: CDD- Landscape and Irrigation Maintenance

Dollar amount of Contract: \$331,196.44

Cypress Village

Contact: Ty Morgan

Contact Phone number: 904-223-6189

Project Type/ Description: Assisted Living Community-Landscape and Irrigation Maintenance

Dollar Amount : \$576,339.60



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, LLC 11311 McCormick Road Suite 450 Hunt Valley MD 21031	<b>CONTACT NAME:</b> Certificate Administrator <b>PHONE (A/C, No, Ext):</b> 443-798-7499 <b>FAX (A/C, No):</b> 443-798-7290 <b>E-MAIL:</b> BW2.BSD.CERTS@AJG.COM <b>ADDRESS:</b> BW2.BSD.CERTS@AJG.COM														
<b>INSURED</b> Ruppert Landscape, LLC 23601 Laytonsville Road Laytonsville, MD 20882-2525	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td><b>INSURER A:</b> Travelers Property Casualty Co of America</td><td>25674</td></tr><tr><td><b>INSURER B:</b> Hartford Fire Insurance Company</td><td>19682</td></tr><tr><td><b>INSURER C:</b> Navigators Insurance Company</td><td>42307</td></tr><tr><td><b>INSURER D:</b> Hartford Accident and Indemnity Company</td><td>22357</td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	<b>INSURER A:</b> Travelers Property Casualty Co of America	25674	<b>INSURER B:</b> Hartford Fire Insurance Company	19682	<b>INSURER C:</b> Navigators Insurance Company	42307	<b>INSURER D:</b> Hartford Accident and Indemnity Company	22357	<b>INSURER E:</b>		<b>INSURER F:</b>	
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<b>INSURER D:</b> Hartford Accident and Indemnity Company	22357														
<b>INSURER E:</b>															
<b>INSURER F:</b>															

**COVERAGES****CERTIFICATE NUMBER:** 2100305346**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			30CSES51809	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$2,000 <input checked="" type="checkbox"/> Coll \$2,000			30CSES51802	4/1/2025	4/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Incl. Hired Auto PD \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			GA25UMRZ0CX3PIV	4/1/2025	4/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A	30WNS51800	4/1/2025	4/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess Umbrella Liability			EX6W02809725NF	4/1/2025	4/1/2026	Each Occurrence \$10,000,000 Aggregate \$10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractors Equipment & Leased and Rented Equipment - Ascot Insurance Company - Policy #IMMA241000163503 - 4/1/2025-4/1/2026  
Catastrophe Limit \$30,458,318 (includes scheduled equipment, unscheduled tools & equipment \$50,000 and borrowed, leased or rented equipment \$250,000)

Pollution/Professional Liability - Policy # 30CPIZM3626 - Pacific Insurance Company Ltd. (10046) - Effective 4/1/2025-4/1/2026 - Claims Made - Limits Per Incident \$2,000,000 Aggregate \$2,000,000

Installation Floater - Policy #IMMA241000163503 - Ascot Insurance Company - Effective 4/1/2025-4/1/2026 - \$1,000,000 per occurrence included landscape materials, Temporary Storage \$250,000, Property in Transit \$250,000  
See Attached...

**CERTIFICATE HOLDER****CANCELLATION**

Evidence of insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Ruppert Landscape, LLC 23601 Laytonsville Road Laytonsville, MD 20882-2525
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

RUPPERT LOCATION CODE - JAM/261

**Request for Taxpayer  
Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

**1** Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

**RUPPERT LANDSCAPE LLC**

**2** Business name/disregarded entity name, if different from above.

**3a** Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.

- ☐ Individual/sole proprietor    ☐ C corporation    ☐ S corporation    ☐ Partnership    ☐ Trust/estate
- ☒ **0** LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) P  
**Note:** Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.
- ☐ Other (see instructions)

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) \_\_\_\_\_

**3b** If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, this box if you have any foreign partners, owners, or beneficiaries. See instructions. ☐

(Applies to accounts maintained outside the United States.)

**5** Address (number, street, and apt. or suite no.). See instructions.

**23601 LAYTONSVILLE ROAD**

**6** City, state, and ZIP code

**LAYTONSVILLE, MD 20882-2525**

**7** List account number(s) here (optional)

Requester's name and address (optional)

**Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid

backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

**01J-111111**

or

**Employer identification number**

**20-0802650**

**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are required to sign the certification, but you must provide your correct TIN. See the instructions for Part I, later.

**Signature of U.S. person**

Date

**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

**What's New**

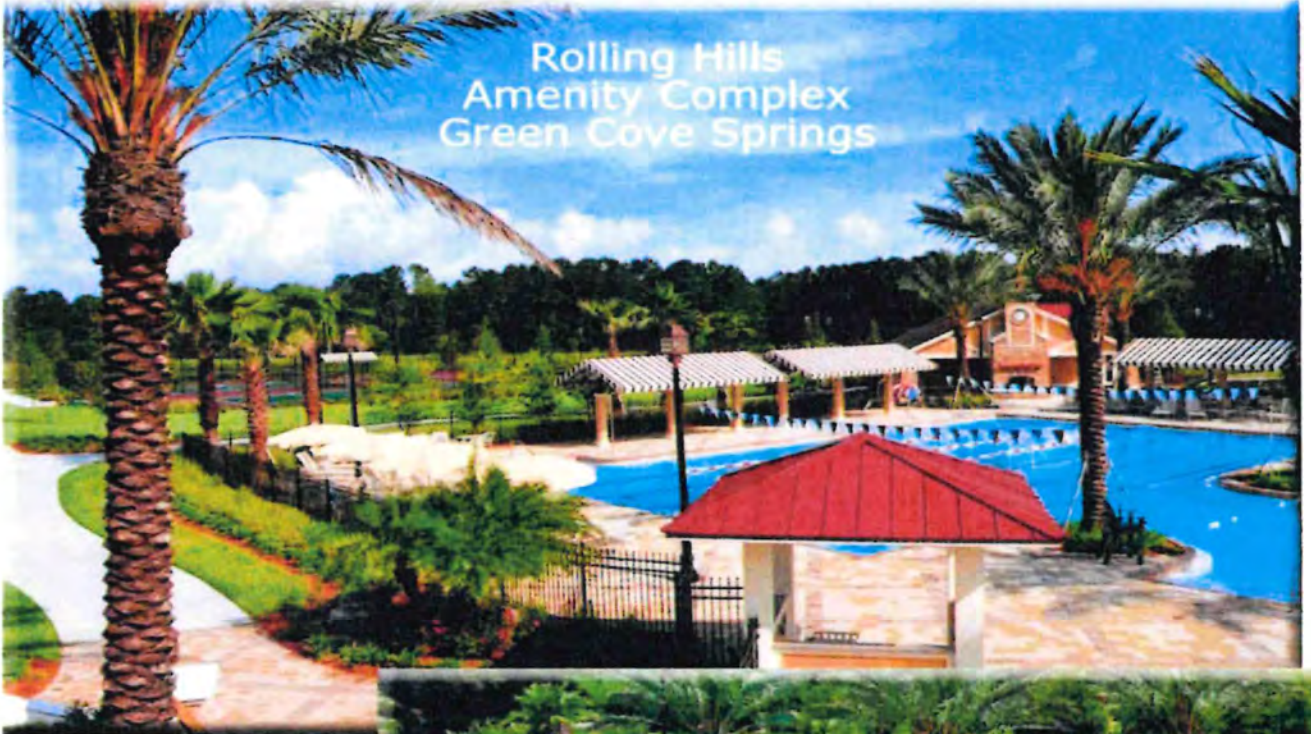
Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

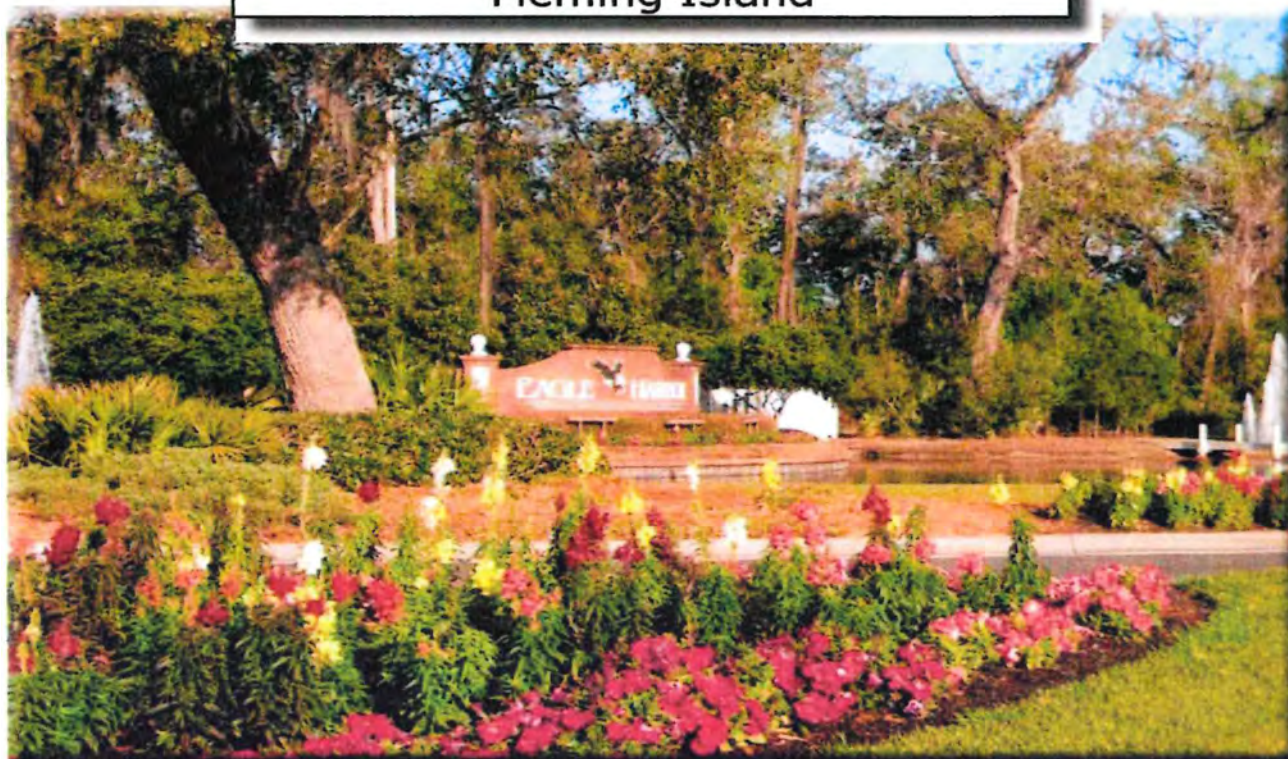








Eagle Harbor  
Fleming Island







## **Fleming Island Plantation**





Eagle Landing



## 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





# 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 8

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	<b>3 Rail Aluminum</b> 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	<b>Core Drill</b> Cabana Fencing: Landscape Requires Core Drill	1	500.00	500.00
09/11/2025	<b>Fence Removal</b> 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 9

**From:** [Pawel Szeszko](#)  
**To:** [David C. McInnes](#)  
**Subject:** Tamaya - Remote Access Control / Virtual Guard  
**Attachments:** [VirtualGuardChecklist.docx](#)

---

Dear Mc McInnes,

Would you kindly contact the following 8 vendors with the "pre-RFP checklist"? Some may require an initial web form before email communications.

I selected 8 vendors to account for the possibility that not everyone will respond to or comply with the initial checklist, and because they offer unique features that others on the list do not. The intent is to use the checklist information to pre-select vendors for an invitation to present their offerings during a workshop.

Thank you kindly,

Pawel

Gatehouse Solutions

<https://www.gatehousesolutions.com/support>

Virtual Guard

<https://www.virtualguard.com/contact-us.html>

Jim Happel (possibly [jim@virtualguard.com](mailto:jim@virtualguard.com))

Proptia

<https://www.proptia.com/contact/>

[info@proptia.com](mailto:info@proptia.com)

Digital Security Guard

<https://digitalsecurityguard.com/contact-us/>

[info@digitalsecurityguard.com](mailto:info@digitalsecurityguard.com)

Techpro Security

<https://techprosecurity.com/contact-us/>

LiftMaster

<https://www.liftmaster.com/community-management/liftmaster-gated-community/>

<https://www.liftmaster.com/community-web-to-lead-form/>

Inex Tech

<https://inextechnologies.com/>

[Sales@inextechnologies.com](mailto:Sales@inextechnologies.com)

ButterflyMX

<https://butterflymx.com/sales/>

[sales@butterflymx.com](mailto:sales@butterflymx.com)

---

# Vendor Checklist – Remote Access Control & Virtual Gate Guard Solutions

Beach Community Development District

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## Introduction

Beach Community Development District ("Beach CDD") in Jacksonville, FL is conducting a formal review of virtual gate guard and remote access control systems to enhance security, streamline visitor management, and reduce reliance on traditional manned guard services.

The Tamaya community currently operates a single gated entry point with two distinct access lanes:

- **Resident Lane:** Equipped with a barcode-activated entry bar for authorized residents.
- **Visitor Lane:** A separate entry bar designated for non-resident visitors, contractors, and delivery personnel.

The District is seeking technology-forward solutions that can integrate with or replace existing infrastructure while improving operational efficiency, accountability, and real-time monitoring capabilities. Systems should support secure, automated access for both residents and guests, with robust screening, logging, and alerting features.

Company representatives who complete this questionnaire **in full** will be considered for an invitation to present their service offerings to the Board of Supervisors.

**Please do not provide company marketing materials or fact sheets in lieu of the questionnaire.**

**Complete cost estimates are required for initial consideration.**

---

**1. Vendor Company Name:**

---

---

**2. Official Website:**

---

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**3. Business Model (check all that apply):**

- ☐ Managed Service    ☐ Product/Software    ☐ Software Suite    ☐ Service

---

**4. Type (check one):**

- ☐ National    ☐ Regional (Specify State/Geography): \_\_\_\_\_

---

**5. Primary Focus (check all that apply):**

- ☐ Access Control
- ☐ AI Integration
- ☐ Biometrics
- ☐ CCTV Integration
- ☐ Cloud-Based Access
- ☐ Gate Operators
- ☐ Hybrid
- ☐ ID / Driver's License Scanning
- ☐ Integrated Access Control
- ☐ Integration
- ☐ License Plate Recognition (LPR)
- ☐ LPR-focused Virtual Guards
- ☐ Managed Access
- ☐ Mobile Access
- ☐ Remote Video Monitoring
- ☐ Smart Access
- ☐ Smart Intercoms
- ☐ Surveillance

- ☐ Virtual Gate Guards
  - ☐ Virtual Security
  - ☐ Visitor Management
- 

## 6. Priority Feature Evaluation

**6a. Priority – Tech Includes LPR / ALPR Feature:**      ☐ Yes      ☐ No

Brief Description:

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**6b. Priority – Mobile App for Residents with Robust Support:**      ☐ Yes      ☐ No

Brief Description:

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**6c. Priority – Offline / Redundancy Capability:**      ☐ Yes      ☐ No

Brief Description:

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**6d. Priority – Integration with Existing Gate Hardware:**      ☐ Yes      ☐ No

Brief Description:

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**6e. Priority – Integration with Existing Surveillance Infrastructure:**      ☐ Yes      ☐ No

Brief Description:

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**6f. Priority – Integration with Existing Mobile App “Tek Control”:**      ☐ Yes      ☐ No

Brief Description:

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## 7. General Feature Evaluation

**7a. ID / Driver's License Image Scanning:**    ☐ Yes    ☐ No  
Brief Description:

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**7b. Live Remote Monitoring / Guarding:**    ☐ Yes    ☐ No  
Brief Description:

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**7c. Live / AI Screening (+ alerts):**    ☐ Yes    ☐ No  
Brief Description:

---

---

---

**7d. Video Intercom:**    ☐ Yes    ☐ No  
Brief Description:

---

---

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**7e. Kiosk:**    ☐ Yes    ☐ No  
Brief Description:

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---

---

**7f. Two-Way Audio:**    ☐ Yes    ☐ No  
Brief Description:



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**7g. Custom Reporting / Analytics:**

☐ Yes

☐ No

Brief Description:

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## 8. Cost Structure Analysis

### 8a. Upfront Capital Expense (Installation):

- Unit costs of hardware and equipment (e.g., cameras, kiosks, gate operators):

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---

- Breakdown of installation costs for each hardware/equipment:

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---

---

### 8b. Maintenance Expenses (Hardware):

- Monthly/Annual equipment maintenance costs:

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---

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### 8c. Ongoing Operational Expenses:

- Monthly/Annual cost of required software or subscriptions:

---

---

---

- Monthly/Annual cost of monitoring services:

---

---

---

### 8d. Other Expenses Not Listed:

- Additional required costs not previously mentioned:

---

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## **Note to Vendor on Cost Estimates**

The Board requires **cost transparency** and will not accept cost ranges or indeterminate responses (e.g., “it depends”). Please provide the requested cost breakdowns, in **dollars**, in Question 8 above and clearly note any dependencies in the comments. The Board intends to perform its own ROI analysis.

**Please refrain from marketing theoretical “savings” relative to traditional manned security.**

---

## EXHIBIT 10

# BEACH COMMUNITY DEVELOPMENT DISTRICT

## COMPREHENSIVE AMENITY FACILITY POLICIES

*Effective Date: August 23, 2025*

---

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

---

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# **I. DEFINITIONS AND GENERAL PROVISIONS**

## **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 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 Comprehensive 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 3% 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.

**"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.

**"Fitness Center"** – shall mean the fully equipped fitness facility including cardiovascular equipment, strength training equipment, free weights, and associated wellness amenities.

**"Group Fitness Room"** – shall mean the dedicated studio space for fitness classes, yoga, pilates, and other group wellness activities.

**"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.

**"Pool Complex"** – shall mean the resort-style swimming pool complex including the main pool, lap pool, waterslide, spa, and associated deck areas.



**"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 that are part of the District's pool complex.

**"Tamaya Hall"** – shall mean the premier event facility available for private rentals and community programming.

**"Tennis Facilities"** – shall mean those tennis courts that are a part of the District's Amenity Facility.

## IDENTIFICATION AND ACCESS CARDS

1. **Access Card Issuance:** Two (2) access cards will be issued to each household. There is a charge to replace a lost or stolen card as determined by the Board of Supervisors.
2. **Liability Waiver Requirement:** 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. **Identification Verification:** Patrons shall be required to present Identification and Access cards upon request by staff at the Amenity Facility. This requirement ensures proper facility usage and maintains security standards.
4. **Card Security:** 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 District 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.

## 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. **Fee Waiver:** 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. **Damage Responsibility:** 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. **Approval Process:** 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.
2. **Damage Responsibility:** 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. **Status Revocation:** The Board may revoke an organization's status under these policies as a Community Club at any time.

## GUEST POLICIES

1. **Guest Responsibility:** 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 any amenities must be accompanied by a Patron at all times.
2. **Age Restrictions:** Residents, Non-Resident Members, or Renters under the age of 16 18 may not invite guests to use the amenity facilities.

3. **Instruction Prohibition:** Guests are not allowed to receive training/instruction for any Amenities within the District.

## RENTER'S PRIVILEGES

1. **Designation Rights:** 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. **Equal Rights:** 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 residential unit.
3. **Mutual Exclusivity:** 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. **Financial Responsibility:** 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. **Policy Compliance:** Renters shall be subject to rules and regulations as the Board may adopt from time to time.

## INSTRUCTOR / TRAINER POLICIES

### Application and Approval Process

**a. Instructor Approval:** 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 District website. There is an application fee of \$100. Each instructor must apply each year.

**b. Definition of Instruction:** 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.

### Required Documentation

**c. Application Requirements:** 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.**

### Operating Requirements

**d. Guest Restrictions:** Instructors / Trainers are not allowed to invite Non-Resident / Guests to receive Instruction / Training.

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

**f. Revenue Sharing:** A 5-10% revenue sharing is required of the instructors/trainers. District 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 put 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.

### Policy Compliance

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

**h. Privilege Suspension:** Instructors / Trainers not following these policies may have their access to the Amenity privileges suspended.

**i. Compliance Maintenance:** Instructors / Trainers must keep compliance up to date.

### Tennis Instruction Prohibition

**Tennis Instruction Ban:** Instructors / Trainers are not permitted for tennis. Instruction for tennis is not permitted at any time.

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## II. GENERAL AMENITY FACILITY PROVISIONS

### GENERAL FACILITY POLICIES

1. **Policy Amendment Authority:** 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. **Identification Requirements:** 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. **Hours of Operation:** All hours of operation, including holiday schedules, of the Amenity Facility will be established by the Board upon consultation with the Facility Manager.

## HOURS OF OPERATION

**Tamaya Hall Hours:** Tuesdays-Saturdays: 12:00 pm-6:00 p.m.; Sundays: 1:00 p.m.-5:00 p.m.; Closed on Mondays

**Tennis Court Hours:** Every day from 7:00am- 10:00pm

**Fitness Center:** 4:00 a.m.-10:00 p.m.

**Pools:** 30 minutes after sunrise until 30 minutes before sunset (Swim at your own risk)

**Waterslide:** (Seasonal Hours) 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.

**Basketball:** Sunrise-Sunset

## VEHICLE AND PARKING POLICIES

4. **Parking Requirements:** 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 situations. 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.
5. **Fireworks Prohibition:** 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. **Service Area Restrictions:** Only District employees, District contractors or employees of the Facility Manager are allowed in the service areas of the Amenity Facility.

## ADMINISTRATIVE AUTHORITY

7. **Enforcement Authority:** 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, and the Amenity Manager reserves the right to enforce all of these policies at any time he or she sees fit.

## FACILITY SAFETY AND CONDUCT

8. **Safety Restrictions:** No climbing over or swinging on ladders, fences, or railings is allowed.
9. **Staff Courtesy:** Residents and Guests of all ages shall treat all staff members with courtesy and respect.
10. **Prohibited Vehicles:** Off-road motorbikes/vehicles are prohibited on all property owned, maintained and operated by the District including, but not limited to, the Amenity Facility.
11. **Skateboard Policy:** Skateboarding is not allowed on the Amenity Facility property at any time.
12. **Indoor Vehicle Policy:** Bicycles, scooters, and skateboards are not permitted inside any Amenity Facility building (e.g. Tamaya Hall, Fitness Center, Group Exercise Room, and Amenity Center Breezeway) or on the pool deck at any time.

## COMMERCIAL AND ENTERTAINMENT POLICIES

13. **Entertainment Approval:** Performances at the Amenity Facility, including those by outside entertainers, must be approved in advance by the Amenity Manager.
14. **Advertisement Restrictions:** 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.
15. **Commercial Use Prohibition:** 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.

16. **Weapons Policy:** 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.

## AMENITY MANAGER AUTHORITY

17. **Program Authorization:** 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.

## GENERAL CONDUCT POLICIES

18. **Smoking Restrictions:** Smoking is not permitted at the Amenity Facility except within smoking areas designated by the Amenity Manager, if any.
19. **Policy Compliance:** 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.
20. **Loitering Policy:** 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.
21. **Legal Compliance:** 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.
22. **Public Displays:** Public displays of affection which are inconsistent with the family-oriented nature of the Amenity Facility, are prohibited.
23. **Identification Requirement:** 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. **Personal Responsibility:** 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. **Liability for Damages:** 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. **Hold Harmless Agreement:** 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.

## 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.

### Service Animal Requirements

1. **Work and Task Requirements:** 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. **Control Requirements:** 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. **Removal Conditions:** 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.
4. **Misrepresentation Penalties:** 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.

**Important Notice:** 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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## III. RESORT-STYLE POOL FACILITIES

### GENERAL SWIMMING POOL RULES

#### NO LIFEGUARD ON DUTY – SWIM AT YOUR OWN RISK

The Beach Community pool facilities feature resort-style amenities including a main swimming pool, dedicated lap pool, waterslide, and spa area, all designed to provide a premium recreational experience.

#### A. Access and Supervision Requirements

1. **Identification and Guest Limits:** 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. **Child Supervision:** Children under fifteen (15) years of age must be accompanied and supervised at all times by a Patron during usage of the pool facility.

#### B. Safety and Behavioral Rules

##### 3. **Prohibited Activities:**

- No jumping, pushing, running, throwing any item or other horseplay is allowed in the pool, slide or on the pool deck area
- Diving is prohibited
- No hanging on guard rails or jumping from the ladder
- Swinging on ladders, fences, or railings is not permitted

4. **Equipment Restrictions:** 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.
5. **Operating Hours:** 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.
6. **Health Requirements:** Showers are required before entering the pool.
7. **Container Restrictions:** Glass containers are prohibited.
8. **Diaper Policy:** 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.

#### C. Equipment and Personal Items

9. **Play Equipment:** 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.
10. **Pool Availability:** 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.
11. **Prohibited Items on Pool Deck:** 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.

#### D. Programming and Activities

12. **Program Authorization:** 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.

#### E. Dress Code and Conduct

14. **Swim Attire:** Proper family-friendly swim attire must be worn in the pool (no cutoffs).
15. **Prohibited Items:** Chewing gum is not permitted in the pool or on the pool deck area.

16. **Changing Areas:** The changing of diapers or clothes is not allowed poolside.
17. **Pool Pollution:** No one shall pollute the pool. Anyone who pollutes the pool will be liable for any costs incurred in treating and reopening the pool.
18. **Radio Controlled Items:** Radio controlled watercraft are not allowed in the pool or the pool area.

#### F. Facility Management

19. **Access Maintenance:** Pool entrances must be kept clear at all times.
20. **Furniture Policy:** Pool furniture is not to be removed from the pool area.
21. **Conduct Standards:**
- Loud, profane, or abusive language is prohibited
  - Physical or verbal abuse will not be tolerated
22. **Lost Items:** The District is not responsible for lost or stolen items.
23. **Chemical Effects:** Chemicals used in the pool/spa may affect certain hair or fabric colors. The District is not responsible for these effects.

#### G. Deck Area Policies

24. **Deck Rental:** 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.
25. **Food and Beverage:** No food, glass, or beverages (except bottled water) in the pool or on pool wet deck.
26. **Alcohol Policy:** Discreet alcohol (i.e., unobtrusive, unnoticeable) use allowed four feet from pool edge.

#### H. Swimming Instruction Policy

27. **Instruction Prohibition:** No swimming instruction is permitted in Beach CDD pools except by individuals specifically authorized by the District. Nonresidents may not give nor receive swimming instruction in 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.

## LAP POOL POLICIES

### Dedicated Lap Swimming Facility

1. **Priority Usage:** Swimmers have priority on the use of the Lap Pool, for the purpose of swimming laps.
2. **Lane Courtesy:** If swimmers are present, you must clear the lane to avoid interference.
3. **Child Supervision:** Children under age of 15 must be accompanied and supervised by a patron at all times.

## WATERSLIDE POLICIES

### Seasonal Operation with Enhanced Safety Protocols

1. **Risk Assumption:** Any person who uses the waterslide does so solely at his or her own risk.
2. **Height Requirement:** Children less than forty-eight (48) inches tall are not permitted to ride the waterslide.
3. **Lifeguard Supervision:** 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. **Operating Conditions:** 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. **Single User Policy:** Only one person may ride the waterslide at a time.
6. **Clothing Restrictions:** No shorts with snaps or rivets will be allowed on the slide.
7. **Safety Position:** Arms and hands must be kept inside the waterslide at times. Users must slide feet first.
8. **Prohibited Items:** No jewelry, flotation devices or casts may be worn while using the waterslide.
9. **Health Restrictions:** For safety reasons, pregnant women and persons with health conditions or back problems should not ride the waterslide.

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## IV. FITNESS CENTER AND WELLNESS FACILITIES

### FITNESS CENTER POLICIES

#### State-of-the-Art Fitness Experience

The Beach Community Fitness Center provides resort-quality fitness equipment and programming in a premium environment designed for all fitness levels. Persons using the Fitness Center do so at their own risk. Persons using the Fitness Center are encouraged to consult with a physician prior to commencing a fitness program.

#### A. Facility Access and Eligibility

##### 1. **Age Requirements:**

- No one under the age of twelve (12) is allowed in the fitness center at any time
- Children under sixteen (16) years of age must be accompanied at all times by a Patron during usage of the Fitness Center

##### 2. **Guest Policy:** A maximum of one guest is permitted per member and must be accompanied by a Patron at all times.

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

#### B. Emergency Procedures

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

#### C. General Fitness Center Policies

##### Dress Code and Attire

##### 1. **Required Attire:** Appropriate clothing and footwear (covering the entire foot) must be worn at all times in the Fitness Center. Appropriate attire includes t-shirts, tank tops, shorts, leotards, and/or sweat suits. No swimsuits, sandals, or flip-flops are allowed.

##### 2. **Family-Friendly Environment:** 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.

### Behavioral Standards

3. **Prohibited Behavior:** No horseplay, aggressive or boisterous behavior, or rough play is allowed in the fitness center.
4. **Equipment Purpose:** The equipment is intended for exercise. **Please do not sit on the equipment and surf the internet, watch videos, and listen to music or podcasts, or text.**
5. **Equipment Hygiene:** Each individual is responsible for wiping off all fitness equipment, using provided disinfectants, after each use.

### Authorized Personnel

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

### Prohibited Items

7. **Chalk Policy:** Hand chalk is not permitted to be used in the Fitness Center.
8. **Electronic Devices:** Electronic devices used to play music or other forms of entertainment are not permitted unless they are personal units equipped with headphones. The use of mobile phone speakers for any purpose is prohibited.
9. **Personal Items:** 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.

### Equipment Usage

10. **Equipment Restrictions:** Fitness equipment may not be removed from the Fitness Center or brought to other rooms. Weights must remain in the designated free weights area. Weights are not to be taken into the adjacent Group Fitness Room unless approved by the Facility Manager.
11. **Time Limits:** Limit use of cardiovascular equipment to thirty (30) minutes and step aside between multiple sets on weight equipment if other people are waiting.
12. **Weight Management:** Limit use of dumbbells to one set at a time. Return weights to their proper location after use.
13. **Weight Handling:** Do not drop the weights. 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. The floor was not designed for power lifting; dropping the weights will damage the floor and machines.

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

## EQUIPMENT SHARING AND MACHINE POLICIES

### Optimizing Facility Usage During Peak Hours

#### Time Limits on Equipment

1. **Cardiovascular Equipment:** 30-minute limit during peak hours (typically 6-9am and 5-8pm).
2. **Weightlifting Stations:** 15-minute limit on squat racks, bench presses, and similar equipment if others are waiting.

#### Equipment Sharing Protocol

3. **Working In:** Do not "hog" any equipment. If performing sets with rest periods, members should allow others to "work in" during their breaks.
4. **Peak Hour Courtesy:** During high-traffic times, members are encouraged to limit extended conversations or phone use while on machines or with equipment.
5. **Equipment Hoarding:** Using multiple pieces of equipment simultaneously for circuit training during peak hours is discouraged unless pre-approved by gym staff.

## FOOD AND BEVERAGE POLICIES

### Nutrition and Hydration Guidelines

1. **Food Restrictions:** No food, including chewing gum, is permitted within the fitness center.
2. **Beverage Policy:** Beverages are permitted in the fitness center if contained in non-breakable containers with screw top or sealed lids. Alcoholic beverages are not permitted.

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## V. TENNIS FACILITY OPERATIONS

### TENNIS FACILITY POLICIES

#### Professional Tennis Experience



The Beach Community tennis facilities feature professionally maintained courts providing an authentic tennis club experience for players of all skill levels. 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.

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.

#### A. Court Access and Eligibility

1. **Age Requirements:** 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. **Operating Hours:** The Tennis Facility shall be available from 7:00am until 10:00pm daily.
3. **Emergency Procedures:** For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff.

#### B. Dress Code and Equipment

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.

#### C. Court Reservation and Usage System

5. **Availability System:** 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.

#### Court Changeover Procedures

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).

## Prohibited Activities

f. No Tournaments or Camps are allowed. g. Instruction of tennis is not permitted.

## D. Tennis Instruction Policy

**Comprehensive Instruction Prohibition:** 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 providing tennis instruction to each other.

## E. General Court Policies

### Court Etiquette and Conduct

1. **Tennis Etiquette:** Proper tennis etiquette shall be adhered to at all times. The use of profanity or disruptive behavior is prohibited.
2. **Court Usage:** Tennis Courts are to be used for Tennis only.
3. **Equipment Responsibility:** Persons using the Tennis Facility must supply their own equipment (rackets, balls, etc.).

### Prohibited Items and Activities

4. **Prohibited Items:** 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.
5. **Beverage Policy:** 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.
6. **Furniture Restrictions:** No chairs other than those provided by the District are permitted on the tennis courts.
7. **Net Safety:** No jumping over nets.

## Court Maintenance and Care

8. **Cleanup Responsibility:** 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.
  9. **Damage Reporting:** Court hazards or damages, such as popped line nails, need to be reported to the Amenity Manager for repair.
  10. **Court Brushing:** Brush court after use is required.
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# VI. BASKETBALL AND RECREATIONAL COURTS

## BASKETBALL FACILITY POLICIES

### Full-Court Basketball Experience

The Beach Community basketball facilities provide a regulation-size court suitable for full games, half-court play, and recreational activities. 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.

#### A. Access and Safety Requirements

1. **Age Requirements:** Children under twelve (12) years of age must be accompanied at all times by a Patron, during use of the Basketball Facility.
2. **Capacity Limits:** The maximum number of people on the Basketball Court is 10. There is a limit of 4 Guests per Household at any time.
3. **Operating Hours:** The Basketball Facilities are available for use from sunrise until sunset. The facilities may not be used after dark.
4. **Emergency Procedures:** For all emergencies, call 911 Emergency Services immediately. All emergencies and injuries must also be reported to Amenity Facility Staff.

#### B. Dress Code and Equipment

5. **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.

### C. Court Usage Guidelines

6. **Availability System:** 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.

### D. General Basketball Policies

#### Conduct Standards

- a. **Behavioral Requirements:** The use of profanity or disruptive behavior is prohibited.

#### Equipment Policies

- b. **Basketball Provision:** Persons using the Basketball Facilities must supply their own basketballs. Basketballs, if available, may be obtained from the office.

#### Prohibited Items

- c. **Restricted Items:** 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. **Beverage Policy:** 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. **Furniture Restrictions:** No chairs other than those provided by the District are permitted on the courts.

#### Facility Maintenance

- f. **Cleanup Requirements:** The courts must be left clean after use. Pick up all trash, cups, plastic bottles, etc.

#### Basketball Instruction Policy

- g. **Instruction Prohibition:** No basketball instruction is permitted on Beach CDD courts except by individuals specifically authorized by the District. Nonresidents may not give nor 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.

## Special Events

**h. Event Authorization:** 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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## VII. PLAYGROUND AND FAMILY AMENITIES

### PLAYGROUND POLICIES

#### Safe Family Recreation Environment

The Beach Community playground facilities provide age-appropriate recreation equipment designed for safe family enjoyment with comprehensive safety protocols. Persons using the Playground Facility do so at their own risk.

**Supervision and Safety Notice:** 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:

#### A. Supervision Requirements

1. **Primary Supervision:** Supervision by someone who is sixteen (16) years of age and older is required for children under the age of twelve (12) years old.
2. **Alternative Supervision:** 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.
3. **Visual Contact:** All children must remain in the sight of parents/guardians. All children are expected to play cooperatively with other children.

## B. Safety Requirements

1. **Footwear Requirements:** Footwear is required. Loose clothing, especially with strings, is prohibited.
2. **Surface Material Protection:** 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.

## C. Food and Beverage Policies

3. **Beverage Policy:** Beverages are permitted if contained in non-breakable containers with screw top or sealed lids on the playground but not on playground equipment.
4. **Food Restrictions:** No food or gum permitted on the playground.

## D. Prohibited Items and Activities

5. **Animal Policy:** No pets of any kind are permitted at the playground.
6. **Container Restrictions:** No glass containers are permitted at the playground.
7. **Safety Restrictions:** No jumping off from any climbing bar or platform.
8. **Conduct Standards:** Profanity, rough-housing, and disruptive behavior are prohibited.

## E. Incident Reporting and Maintenance

9. **Damage/Injury Reporting:** If anything is wrong with the equipment or someone gets hurt, notify the District immediately.
10. **Cleanup Requirements:** The playground must be left clean after use. Pick up all trash, cups, plastic bottles, etc.

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# VIII. EVENT FACILITIES AND RENTAL POLICIES

## EVENT LAWN POLICIES

### Expansive Outdoor Event Space

Persons using the Event Lawn Facility do so at their own risk.

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

## A. Usage Guidelines

1. **Availability:** The lawn is available for use by Patrons only on a "first come, first served" basis.
2. **Vehicle Restrictions:** 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. **Ground Markings:** Chalking or marking the lawn must be approved in advance, if at all, and proper marking materials must be used.
4. **Container Policy:** No glass containers or breakable objects of any kind are permitted on the lawn.
5. **Pet Policy:** Pets must be kept on leash, and Patrons must pick up and dispose of pet waste in appropriate receptacles.
6. **Equipment Responsibility:** Patrons are responsible for bringing their own equipment.
7. **Activity Restrictions:** Golfing is not permitted on the lawn.
8. **Instruction Policy:** Except as expressly authorized by the District, sports instruction for fees, or solicitation of sports instruction for fees, is prohibited.
9. **Cleanup Requirements:** The lawn must be left clean after use. Pick up all trash, cups, plastic bottles, etc.

## GENERAL FACILITY RENTAL POLICY

### Premier Event Facilities

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.

### Restricted Rental Dates

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
- 4th of July
- Labor Day
- Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve

#### A. Eligible Renters

Certain portions of the Amenity Facility may be rented by the following individuals/groups:

- Residents (includes both events held by the Resident and events sponsored by the Resident)
- Renters
- Non-Resident Members
- Homeowners Association
- Community Clubs

#### B. Available Facilities and Rental Rates

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

##### **Event Facility Rental Rates** *(All rates subject to 3% Credit Card Convenience Fee)*

<b>Facility</b>	<b>Duration</b>	<b>Capacity</b>	<b>Rental Rate</b>	<b>Security Deposit</b>
Boardroom	Up to 4 Hours	12 people	\$150.00 (Additional \$25.00 p/hour)	\$150.00
Pool Cabana	Up to 4 Hours	25 people	\$150.00 (Additional \$25.00 p/hour)	\$150.00
Palm Court & Bar	Up to 4 Hours	50 people	\$200.00 (Additional \$25.00 p/hour)	\$200.00
Tamaya Hall	Up to 6 Hours	80 people	\$700.00 (Additional \$25.00 p/hour)	\$750.00



Facility	Duration	Capacity	Rental Rate	Security Deposit
Tamaya Hall, Palm Court & Bar	Up to 8 Hours	80 people (does not include use of Pool)	\$1,050.00	\$750.00
Group Fitness Room	Up to 4 Hours	25 people	\$200.00	\$350.00
Large Event Lawn	Up to 8 Hours	Special Conditions	No Charge	\$350.00

**Large Event Lawn Special Conditions:** 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 policies outlined. 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. Any use of the Large Event Lawn by more than 100 guests shall require the District's written approval.

**Important Note:** 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.

### C. Reservation Procedures

**Reservation Process:** 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.

**Reservation Hold Policy:** 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.

**Cancellation 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.

#### D. Payment and Deposit Requirements

**Payment Processing:** 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.

**Documentation Requirements:** 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.

#### E. Deposit Return Requirements

**Deposit Security:** 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.

**Damage Assessment:** 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.

#### F. Staffing Requirements

**Staff Requirements:** 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.

## G. Alcohol Service Policies

**Alcohol Notification:** 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.

**Insurance Requirements:** 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.

**Indemnification Agreement:** 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.

**Bartender Requirements:** Patrons must hire a certified bartender to dispense alcohol.

## H. Additional Event Policies

**Capacity and Safety:** 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 or breakable items or alcohol are permitted in the Pool Area.

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## IX. NO FISHING POLICY

### WATER FEATURE RESTRICTIONS

#### Environmental and Safety Protections

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.

**Safety and Environmental Reasons:** Water features are designed for stormwater management, not recreation. There are potential safety hazards from water depth and conditions, and the District maintains these policies for protection of local wildlife and ecosystem, as well as compliance with environmental regulations.

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## X. ENFORCEMENT AND DISCIPLINARY PROCEDURES

### SUSPENSION AND TERMINATION OF PRIVILEGES

#### Section 1: Introduction

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

#### Section 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 will be suspended or terminated if the Patron engages in any of the following violations:

#### **Violation Categories:**

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.

### Section 3: Reporting of Violations

For all offenses outlined in Section 2 above, the District Manager, or District's Amenity Manager, will create a written report of the incident, which report will 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 will 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.

**Complaint Process:** Patrons may file a complaint to the Amenity Manager at any time. If a Patron files a complaint, this complaint must have a response to the complaint within 48 72 hours. Response should state the actions that will be taken as a result of the complaint.

### Section 4: Suspension Procedures

**Immediate Suspension Authority:** 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 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 Districts facilities from damage.

#### **Progressive Discipline System:**

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

**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.

**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.

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

**Emergency Response:** Any violent confrontations happening on Amenity Facilities, Call 911.

## Section 5: Suspension of Minors

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.

## Section 6: 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.

**Appeal Process:** A Patron subject to a suspension under this Section may appeal the suspension to the District's Board of Supervisors ("Board") by filing a written request for an appeal, which written request shall be immediately sent to the District's Chairperson. The filing of a request for an appeal shall not result in the stay of the suspension. The District shall consider the appeal at its next Board meeting and shall provide reasonable notice to the Patron of the Board meeting where the appeal will be considered. At that meeting, the Board shall allow the Patron to appear and present statements and/or evidence on the Patron's behalf, subject to any reasonable restrictions that the Board may impose. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension, to address the appeal and any violations outlined in Section 2. In determining the appropriate action to be taken, the Board shall take into account the nature of the violation and any prior violations.

## Section 7: 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 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 will take into account the nature of the violation and any prior violations.

## Section 8: 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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## **XI. APPENDICES**

### **APPENDIX A: EMERGENCY PROCEDURES**

#### **Emergency Contact Information:**

- Emergency Services: 911
- District Manager: Vesta District Services - (Contact Information)
- Amenity Manager: (Contact Information)
- After-Hours Emergency: (Contact Information)

#### **Medical Emergency Procedures:**

1. Call 911 immediately
2. Provide first aid if trained and safe to do so
3. Notify Amenity Manager as soon as possible
4. Complete incident report within 24 hours
5. Cooperate with emergency responders

#### **Facility Emergency Procedures:**

1. Seek shelter in designated safe areas
2. Wait for all-clear before resuming activities
3. Report any damage immediately

### **APPENDIX B: CONTACT INFORMATION**

#### **District Management:**

- Vesta District Services
- 250 International Parkway, Suite 208
- Lake Mary, FL 32746
- Phone: [Number]
- Email: [Email]
- Website: [Website]

#### **Amenity Manager:**

- Office Hours: [Hours]
- Phone: [Number]
- Email: [[oingram@vestapropertyservices.com](mailto:oingram@vestapropertyservices.com)]

- Emergency Contact: [Number]

**Board of Supervisors:**

- Meeting Schedule: [Schedule]
- Public Comment Opportunities: [Information]
- Board Member Contact: [Information]

## APPENDIX C: FORMS AND APPLICATIONS

**Required Forms Available:**

- Facility Use Application
- Rental Agreement
- Instructor/Trainer Application
- Community Club Application
- Non-Resident Membership Application
- Incident Report Form
- Equipment Checkout Form

**Online Resources:**

- Community website: [Website URL]
- Newsletter signup: [Contact Amenity Manager]

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## POLICY ACKNOWLEDGMENT

By using any Beach Community Development District amenity facility, all patrons acknowledge they have read, understood, and agree to comply with all policies contained herein. These policies are subject to change with proper notice as determined by the Board of Supervisors.

**Effective Date:** August 23, 2025

**Document Version:** Comprehensive Amenity Facility Policies - Version 1.0

**Board Approval:** [To be completed upon Board approval]

**Next Review Date:** [To be determined by Board of Supervisors]

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*This document represents the comprehensive amenity policies for the Beach Community Development District. For questions or clarifications, contact the Amenity Manager or District Manager at the contact information provided above.*

**Important Legal Notice:** These policies are established by the Beach Community Development District Board of Supervisors and carry the full force of District regulations. Violations may result in suspension or termination of amenity privileges and may be subject to legal enforcement. All patrons are responsible for ensuring their guests and family members comply with these policies.

**Americans with Disabilities Act Compliance:** The Beach Community Development District is committed to providing equal access to all amenity facilities in compliance with the Americans with Disabilities Act. Reasonable accommodations will be made upon request. Contact the District Manager for accommodation requests.

**Non-Discrimination Policy:** The Beach Community Development District provides amenity services without regard to race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

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**END OF DOCUMENT**

*Total Pages: [Page Count] Word Count: [Approximate Word Count] Document ID: BCDD-AFP-2025-001*

## EXHIBIT 11

### 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 12

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 13

**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	<b>5' Black Chain Link Fencing</b> 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	<b>Chain Link Gate</b> Add in a 4' wide single gate.	4	300.00	1,200.00
09/24/2025	<b>Chain Link Double Gate</b> Add in an 16' wide double gate.	3	1,000.00	3,000.00
				Subtotal: 27,864.00
09/24/2025	<b>Supply &amp; Install</b> 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

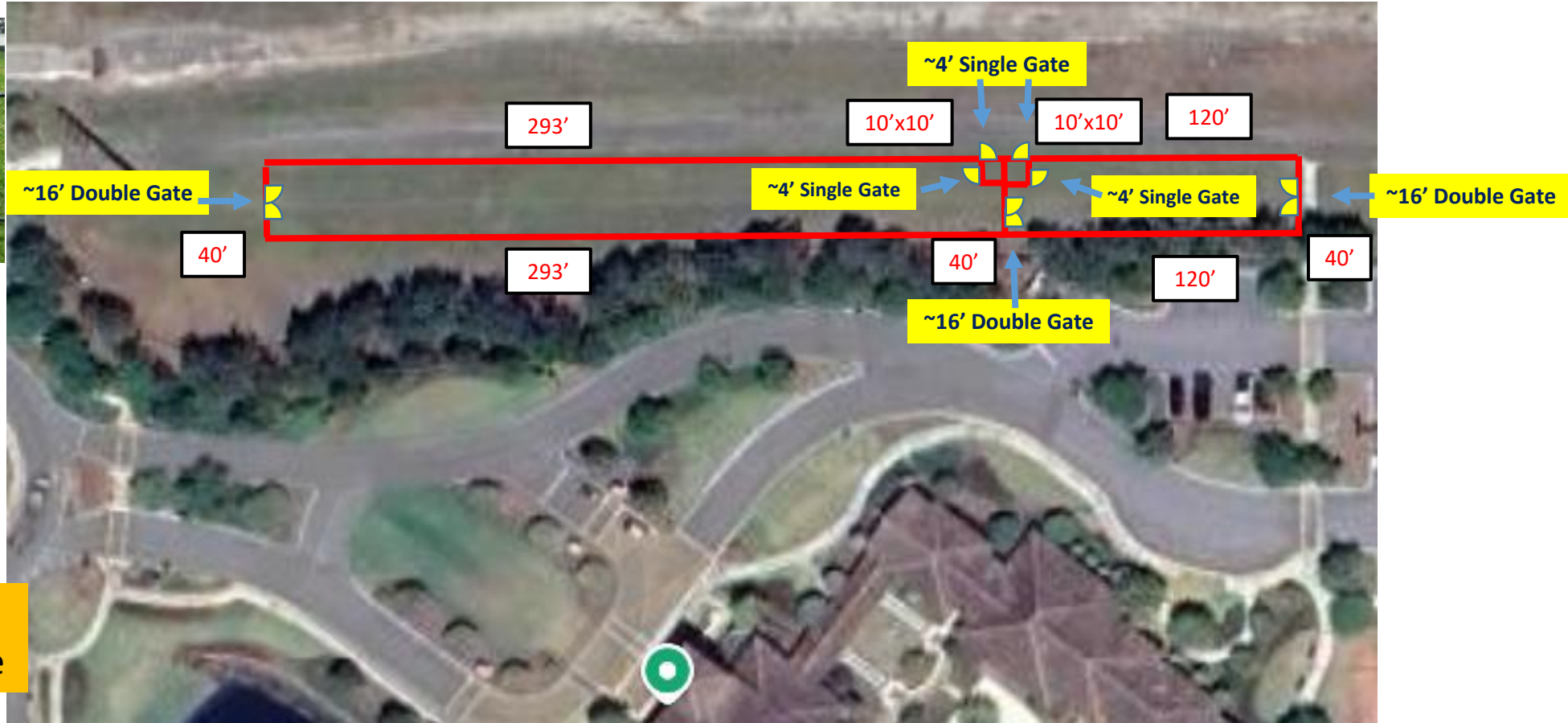
Tamaya Community  
12788 Meritage Blvd.  
Jacksonville, FL 32246  
904-504-1121  
[lcooney2009@gmail.com](mailto:lcooney2009@gmail.com)



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 14



**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:**

<b>Description</b>
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 15

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

## EXHIBIT 16



Aggregate Summary of Vendor Scorecards

					Total Average	
<b>Security Contract</b>	<b>Criteria</b>	<b>Young</b>	<b>Kendig</b>	<b>Korsakova</b>	<b>Average</b>	<b>3.89</b>
1	Guards are professional in appearance and dealing with residents and guests.	5	5	4	4.67	
2	Guards maintain and enforce policies established by the District.	5	5	4	4.67	
3	Guards process visitors in a timely manner.	5	4	5	4.67	
4	Contact and provide detailed incident reports to the district.	4	4	1	3.00	
5	Communicate with the district and respond to inquiries in a timely manner.	4	3	1	2.67	
6	Assist residents with Tek Control.	n/a	n/a	5	5.00	
7	Conduct quarterly resident training.	n/a	n/a	1	1.00	
8	Attends district meetings.	4	5	1	3.33	
9	Roving enhances district security.	5	5	2	4.00	
10	Surveys areas of concern and removes unwanted patrons.	5	5	n/a	5.00	
11	Assists in monitoring recreational areas after closing hours.	5	5	n/a	5.00	
12	Overall, I am satisfied with Advanced Security.	5	5	1	3.67	
						<b>4.20</b>
<b>District Manager</b>						
1	Effectively conducts District meetings (12 per year).	4	3	5	4.00	
2	Effectively administers District functions.	5	3	5	4.33	
3	Is timely with required state and local filings.	5	3	5	4.33	
4	Effectively prepares District budget.	4	3	5	4.00	
5	Successfully oversees District purchases and risk management.	4	3	5	4.00	
6	Effectively records and prepares meeting minutes.	3	3	5	3.67	
7	Effectively retains and maintains District records per Florida Statutes.	n/a	2	5	3.50	
8	Effectively prepares and delivers meeting agendas.	5	5	5	5.00	
9	Effectively prepares and delivers District financial statements.	4	3	5	4.00	
10	Effectively manages capital program admin. and requisition processing.	4	4	5	4.33	
11	Effectively files District annual reports required by State of Florida.	n/a	5	5	5.00	
12	Effectively monitors trust account activity.	5	4	5	4.67	
13	Effectively performs all functions required for the timely billing, collection, and reporting of District assessments. These services include assessment roll preparation and certification, direct billings and funding request processing and responding to property owner questions about District assessments.	4	3	5	4.00	
14	Overall, I am satisfied with District Management.	4	3	5	4.00	
						<b>3.70</b>
<b>Vesta Amenities</b>						
1	Attends BOS meetings.	4	3	5	4.00	
2	Prepares effective reports with updates, information, budget, and operational requests for the board.	4	3	5	4.00	
3	Manages resident relations and complaints in a professional and timely manner.	3	3	5	3.67	
4	Adheres to proper staffing levels for private event rentals when required.	n/a	3	n/a	3.00	
5	Effectively designs, promotes, and implements events, programs, and classes.	4	3	4	3.67	
6	Effectively assists the District with rules and policy enforcement.	3	2	5	3.33	
7	Regularly sends effective eblasts, updates, and newsletters to community.	4	4	4	4.00	
8	Effectively manages clubhouse attendant.	n/a	4	4	4.00	
9	Overall, I am satisfied overall with amenities/lifestyle management.	4	3	4	3.67	
						<b>4.29</b>
<b>Vesta Field</b>						
1	Effectively oversees upkeep of District facilities and common areas.	4	3	5	4.00	
2	Effectively manages vendors such as landscaping, janitorial, and pond management.	4	3	4	3.67	
3	Successfully oversees or performs repair work.	4	3	5	4.00	
4	Effectively manages District pools, including water testing, filtration, and cleanliness.	4	3	5	4.00	
5	Attends BOS meetings.	5	5	5	5.00	
6	Prepares effective reports with work quotes, information, budget, and operational requests for the board.	5	4	5	4.67	
7	Overall, I am satisfied with field operations management.	5	4	5	4.67	
						<b>3.46</b>
<b>Landscaping</b>						
1	Turf looks healthy.	4	3	2	3.00	
2	Weeds are well controlled.	4	3	2	3.00	

3	Turf is properly mowed.	5	3	3	3.67
4	Turf is properly edged.	5	3	5	4.33
5	Plants appear healthy.	3	3	3	3.00
6	Shrubs are pruned and sheared properly.	4	3	5	4.00
7	Trees are pruned properly.	5	3	1	3.00
8	Dead or missing plants are replaced in a timely manner.	2	3	n/a	2.50
9	Beds are mulched properly.	4	3	n/a	3.50
10	Weeds are controlled in plant beds.	4	3	4	3.67
11	Debris is cleaned up and curbs are clean.	5	3	5	4.33
12	Overall landscape is visually appealing.	4	3	5	4.00
13	Satisfied with plant selection and design.	n/a	2	5	3.50
14	Overall, I am satisfied with Tree Amigos.	4	2	3	3.00

## EXHIBIT 17

Name: Elena Korsakova  
Date: 8/19/2025

Average Scores:

Security	2.5
District Manager	5.0
Vesta Amenities/Lifestyle	4.5
Vesta Field Management	4.9
Landscaping	3.6

Rating Scale  
n/a = not sure/no opinion  
1 = Major Issue  
2 = Course correction needed  
3 = Action needed/In-progress  
4 = Monitoring  
5 = No Issues

Security Contract

#	Criteria	Score
1	Guards are professional in appearance and dealing with residents and guests.	4
2	Guards maintain and enforce policies established by the District.	4
3	Guards process visitors in a timely manner.	5
4	Contact and provide detailed incident reports to the district.	1
5	Communicate with the district and respond to inquiries in a timely manner.	1
6	Assist residents with Tek Control.	5
7	Conduct quarterly resident training.	1
8	Attends district meetings.	1
9	Roving enhances district security.	2
10	Surveys areas of concern and removes unwanted patrons.	n/a
11	Assists in monitoring recreational areas after closing hours.	n/a
12	Overall, I am satisfied with Advanced Security.	1

Comments:

- 1) missing roving reports for May, June and July
- 2) guard spent a lot of time sitting at the corner of cabana (I reviewed that video myself and requested not to be billed for those hours and we were not)
- 3) guard appeared to be sleeping - Facebook post stated guard was sleeping - visitor waited for a few minutes, had to come out of the car, walked to the doors, and that's when motion lights went on (I reviewed video myself)
- 4) board requested for roving to report parked on the street cars to be reported to HOA (David emailed to vendor about it on June 17), as of August 4, none were reported per Carla
- 5) Jake stated that he called police recently when he attended a recent workshop - no report was sent to the board/district (reporting of incidents is required)
- 6) Roving schedule for August was provided to the district as of August 5 (should be provided ahead of time for multiple level approval)
- 7) in the past, roving personnel caught cheating by scanning a printed QR-code instead of walking/driving and scanning QR-code to document that they are completing the route
- 8) male guard had female visitor at night (no visitors allowed at the gatehouse) and appeared to have sex with them (I reviewed video myself)
- 9) both times residents had an argument with guards and board had to review the video, I noticed guards failed to deescalate and continued arguing with residents (informed Mr. Young about not making it instead of staff last time)
- 10) did not appear to the meetings on multiple occasions
- 11) failed to reply inquiries by email from district manager on various dates: 7/1, 7/14, 7/15, 7/28, 8/3
- 12) when pile of trash was found at the parking lot and we reviewed video, roving was seen driving into the parking lot by amenities center twice with an interval of about 2 hours which is unreasonable

District Manager

#	Criteria	Score
1	Effectively conducts District meetings (12 per year).	5
2	Effectively administers District functions.	5
3	Is timely with required state and local filings.	5
4	Effectively prepares District budget.	5
5	Successfully oversees District purchases and risk management.	5
6	Effectively records and prepares meeting minutes.	5
7	Effectively retains and maintains District records per Florida Statutes.	5
8	Effectively prepares and delivers meeting agendas.	5
9	Effectively prepares and delivers District financial statements.	5
10	Effectively manages capital program admin. and requisition processing.	5
11	Effectively files District annual reports required by State of Florida.	5
12	Effectively monitors trust account activity.	5

13 Effectively performs all functions required for the timely billing, collection, and reporting of District assessments. These services include assessment roll preparation and certification, direct billings and funding request processing and responding to property owner questions about District assessments.

5

14 Overall, I am satisfied with District Management.

5

Comments:

I have zero complaints.

#### **Vesta Amenities**

#	Criteria	Score
1	Attends BOS meetings.	5
2	Prepares effective reports with updates, information, budget, and operational requests for the board.	5
3	Manages resident relations and complaints in a professional and timely manner.	5
4	Adheres to proper staffing levels for private event rentals when required.	n/a
5	Effectively designs, promotes, and implements events, programs, and classes.	4
6	Effectively assists the District with rules and policy enforcement.	5
7	Regularly sends effective eblasts, updates, and newsletters to community.	4
8	Effectively manages clubhouse attendant.	4
9	Overall, I am satisfied overall with amenities/lifestyle management.	4

Comments:

1) on different occasions, there were issues with ebalsts (late for second wine tasting, link to the original agenda instead of revised agenda, etc.)  
2) breezeway staff could be utilized to the greater extent (cleaning gym, etc.)  
3) it seems like we had more events when we had Leland

#### **Vesta Field**

#	Criteria	Score
1	Effectively oversees upkeep of District facilities and common areas.	5
2	Effectively manages vendors such as landscaping, janitorial, and pond management.	4
3	Successfully oversees or performs repair work.	5
4	Effectively manages District pools, including water testing, filtration, and cleanliness.	5
5	Attends BOS meetings.	5
6	Prepares effective reports with work quotes, information, budget, and operational requests.	5
7	Overall, I am satisfied with field operations management.	5

Comments:

1) waterline tiles could use a little bit more cleaning - Tammy could be doing it on a more frequent basis or using different supplies perhaps  
2) landscaping vendor is not doing a good job and more oversight/pressure is needed

#### **Landscaping**

#	Criteria	Score
1	Turf looks healthy.	2
2	Weeds are well controlled.	2
3	Turf is properly mowed.	3
4	Turf is properly edged.	5
5	Plants appear healthy.	3
6	Shrubs are pruned and sheared properly.	5
7	Trees are pruned properly.	1
8	Dead or missing plants are replaced in a timely manner.	n/a
9	Beds are mulched properly.	n/a
10	Weeds are controlled in plant beds.	4
11	Debris is cleaned up and curbs are clean.	5
12	Overall landscape is visually appealing.	5
13	Satisfied with plant selection and design.	5
14	Overall, I am satisfied with field operations management.	3

Comments:

1) Costas Way shrubs were cut to waste twice (they were installed for privacy)  
2) oaks were not pruned properly - there are somewhat mature oaks on Meritage that have branches that are only 6 ft from the ground (Ruppert had 2 years)  
3) there are numerous areas with brown grass that appeared this summer  
4) irrigation inspections reports were not delivered timely when I requested and were not complete from the first attempt

## EXHIBIT 18

Name: Jim Kendig  
Date: 9/4/2025

Average Scores:

Security	4.6
District Manager	3.35714
Vesta Amenities/Lifestyle	3.11111
Vesta Field Management	3.57143
Landscaping	2.84615

Rating Scale  
n/a = not sure/no opinion  
1 = Major Issue  
2 = Course correction needed  
3 = Action needed/In-progress  
4 = Monitoring  
5 = No Issues

Security Contract

#	Criteria	Score
1	Guards are professional in appearance and dealing with residents and guests.	5
2	Guards maintain and enforce policies established by the District.	5
3	Guards process visitors in a timely manner.	4
4	Contact and provide detailed incident reports to the district.	4
5	Communicate with the district and respond to inquiries in a timely manner.	3
6	Assist residents with Tek Control.	N/A
7	Conduct quarterly resident training.	N/A
8	Attends district meetings.	5
9	Roving enhances district security.	5
10	Surveys areas of concern and removes unwanted patrons.	5
11	Assists in monitoring recreational areas after closing hours.	5
12	Overall, I am satisfied with Advanced Security.	5

Comments:

As the developer of this score card noted, this is a developmental tool to be used to enhance our vendor services.

District Manager

#	Criteria	Score
1	Effectively conducts District meetings (12 per year).	3
2	Effectively administers District functions.	3
3	Is timely with required state and local filings.	3
4	Effectively prepares District budget.	3
5	Successfully oversees District purchases and risk management.	3
6	Effectively records and prepares meeting minutes.	3
7	Effectively retains and maintains District records per Florida Statutes.	2
8	Effectively prepares and delivers meeting agendas.	5
9	Effectively prepares and delivers District financial statements.	3
10	Effectively manages capital program admin. and requisition processing.	4
11	Effectively files District annual reports required by State of Florida.	5
12	Effectively monitors trust account activity.	4
13	Effectively performs all functions required for the timely billing, collection, and reporting of District assessments. These services include assessment roll preparation and certification, direct billings and funding request processing and responding to property owner questions about District assessments.	3
14	Overall, I am satisfied with District Management.	3

Comments:

Vesta continues to appear to not follow board director on some occasions regarding staffing, etc. This is an opportunity for improvement. The minutes need to be more detailed. Staff training needs to be enhanced regarding access and consistently following post orders from the breezeway and the 24 X 7 phone number is not manned.



**Vesta Amenities**

#	Criteria	Score
1	Attends BOS meetings.	3
2	Prepares effective reports with updates, information, budget, and operational requests for the board.	3
3	Manages resident relations and complaints in a professional and timely manner.	3
4	Adheres to proper staffing levels for private event rentals when required.	3
5	Effectively designs, promotes, and implements events, programs, and classes.	3
6	Effectively assists the District with rules and policy enforcement.	2
7	Regularly sends effective eblasts, updates, and newsletters to community.	4
8	Effectively manages clubhouse attendant.	4
9	Overall, I am satisfied overall with amenities/lifestyle management.	3

Comments:

Overall needs improvement and/or training on event planning and production. I susupect that Vesta has these resources to help in working towards professional events with minimal staffing.

**Vesta Field**

#	Criteria	Score
1	Effectively oversees upkeep of District facilities and common areas.	3
2	Effectively manages vendors such as landscaping, janitorial, and pond management.	3
3	Successfully oversees or performs repair work.	3
4	Effectively manages District pools, including water testing, filtration, and cleanliness	3
5	Attends BOS meetings.	5
6	Prepares effective reports with work quotes, information, budget, and operational rec	4
7	Overall, I am satisfied with field operations management.	4

Comments:

Ron does a good job but with the anticipated return of balck algae earlier in the summary, we need to be more proactive vs reactive.

**Landscaping**

#	Criteria	Score
1	Turf looks healthy.	3
2	Weeds are well controlled.	3
3	Turf is properly mowed.	3
4	Turf is properly edged.	3
5	Plants appear healthy.	3
6	Shrubs are pruned and sheared properly.	3
7	Trees are pruned properly.	3
8	Dead or missing plants are replaced in a timely manner.	3
9	Beds are mulched properly.	3
10	Weeds are controlled in plant beds.	3
11	Debris is cleaned up and curbs are clean.	3
12	Overall landscape is visually appealling.	2
13	Satisfied with plant selection and design.	2

Comments:

There has been improvmnt in this area but some pocket parks have dead bushes same at main entrance. Need to be proactive and not reactive.

## EXHIBIT 19

Name: Karen Young  
Date: 9/4/2025

Average Scores:

Security	4.7
District Manager	4.25
Vesta Amenities/Lifestyle	3.71429
Vesta Field Management	4.42857
Landscaping	4.07692

Rating Scale  
n/a = not sure/no opinion  
1 = Major Issue  
2 = Course correction needed  
3 = Action needed/In-progress  
4 = Monitoring  
5 = No Issues

Security Contract

#	Criteria	Score
1	Guards are professional in appearance and dealing with residents and guests.	5
2	Guards maintain and enforce policies established by the District.	5
3	Guards process visitors in a timely manner.	5
4	Contact and provide detailed incident reports to the district.	4
5	Communicate with the district and respond to inquiries in a timely manner.	4
6	Assist residents with Tek Control.	na
7	Conduct quarterly resident training.	n/a
8	Attends district meetings.	4
9	Roving enhances district security.	5
10	Surveys areas of concern and removes unwanted patrons.	5
11	Assists in monitoring recreational areas after closing hours.	5
12	Overall, I am satisfied with Advanced Security.	5

Comments:

1. I had a party this past month on a Saturday and 3 of my guests made sure they told me how helpful and personable the guards were.
2. I have been told by security that they were told they were not needed at meetings. Believe this has been handled now.
3. I have personally witnessed security removing trespassers from our amenities in a professional manner.

District Manager

#	Criteria	Score
1	Effectively conducts District meetings (12 per year).	4
2	Effectively administers District functions.	5
3	Is timely with required state and local filings.	5
4	Effectively prepares District budget.	4
5	Successfully oversees District purchases and risk management.	4
6	Effectively records and prepares meeting minutes.	3
7	Effectively retains and maintains District records per Florida Statutes.	n/a
8	Effectively prepares and delivers meeting agendas.	5
9	Effectively prepares and delivers District financial statements.	4
10	Effectively manages capital program admin. and requisition processing.	4
11	Effectively files District annual reports required by State of Florida.	n/a
12	Effectively monitors trust account activity.	5
13	Effectively performs all functions required for the timely billing, collection, and reporting of District assessments. These services include assessment roll preparation and certification, direct billings and funding request processing and responding to property owner questions about District assessments.	4
14	Overall, I am satisfied with District Management.	4

Comments:

Minutes are vague-would like to have outcomes instead of discussion insured

**Vesta Amenities**

#	Criteria	Score
1	Attends BOS meetings.	4
2	Prepares effective reports with updates, information, budget, and operational requests for the board.	4
3	Manages resident relations and complaints in a professional and timely manner.	3
4	Adheres to proper staffing levels for private event rentals when required.	n/a
5	Effectively designs, promotes, and implements events, programs, and classes.	4
6	Effectively assists the District with rules and policy enforcement.	3
7	Regularly sends effective eblasts, updates, and newsletters to community.	4
8	Effectively manages clubhouse attendant.	n/a
9	Overall, I am satisfied overall with amenities/lifestyle management.	4

Comments:

Needs more communication with residents, especially when there is a complaint. More organization in Amenity Center. Reduce clutter. Watch dates when sending out eblasts, several had wrong dates going out. Preparation for events need to be done before event takes place.

**Vesta Field**

#	Criteria	Score
1	Effectively oversees upkeep of District facilities and common areas.	4
2	Effectively manages vendors such as landscaping, janitorial, and pond management	4
3	Successfully oversees or performs repair work.	4
4	Effectively manages District pools, including water testing, filtration, and cleanliness	4
5	Attends BOS meetings.	5
6	Prepares effective reports with work quotes, information, budget, and operational re	5
7	Overall, I am satisfied with field operations management.	5

Comments:

Needs to be more proactive in seeing repairs and problems with landscaping.

**Landscaping**

#	Criteria	Score
1	Turf looks healthy.	4
2	Weeds are well controlled.	4
3	Turf is properly mowed.	5
4	Turf is properly edged.	5
5	Plants appear healthy.	3
6	Shrubs are pruned and sheared properly.	4
7	Trees are pruned properly.	5
8	Dead or missing plants are replaced in a timely manner.	2
9	Beds are mulched properly.	4
10	Weeds are controlled in plant beds.	4
11	Debris is cleaned up and curbs are clean.	5
12	Overall landscape is visually appealing.	4
13	Satisfied with plant selection and design.	n/a
14	Overall, I am satisfied with Tree Amigos.	4

Comments:

Dead plants should be removed. Monitor health of plants and grass better. We have a lot of turf that has had chinch bug damage and irrigation problems that have led to dead turf.

## EXHIBIT 20

**From:** Pawel Szeszko <boardmember5@beachcdd.com>  
**Sent:** Monday, September 8, 2025 3:48 PM  
**To:** David C. McInnes <dmcinnes@vestapropertyservices.com>  
**Subject:** Re: FW: Beach CDD--9/4 Workshop Follow Up )Vendor Score Cards)

Respectfully, I will decline to participate. You may put all 3s as placeholder if it makes your task easier. I'd like to include rationale:

## Weaknesses of scorecards

- **False precision / subjectivity** — numeric scores can mask opinion (e.g., “ clubhouse feels well-run” ) that contradicts objective failures (out-of-range pool chemistry).
- **Poor alignment with contracts** — generic items (e.g., “ professionalism” ) miss contractual promises like lifeguard hours, mowing frequency, or janitorial cleaning cycles.
- **Mis-weighted priorities** — trivial items (vendor attendance at meetings) can crowd out life/safety metrics (playground repairs, pool filtration).
- **Limited enforceability** — a low score doesn’ t specify remedies or trigger credits for missed irrigation repairs, pesticide schedules, or failed inspections.
- **Oversimplification** — one cleanliness score can hide which janitorial tasks (restrooms vs. deep-clean) are failing.
- **Prone to gaming / poor evidence** — scores influenced by vocal residents or inconsistent documentation (no timestamps, photos, logs), making them hard to defend.

## Advantages of contract-based criteria + SLAs

- **Direct alignment with obligations** — judge vendors by contract terms: certified pool ops, response times, mowing/irrigation schedules, documented cleaning checklists.
- **Measurable & auditable** — SLAs give specific thresholds (e.g., pool pH range, emergency repair started within 24 hrs, restroom checks every X hours) and require supporting logs.
- **Built-in remedies & escalation** — contracts can prescribe credits, cure periods, liquidated damages, or termination for measurable breaches.
- **Prioritizes risk** — contract language lets you weight life/safety and regulatory items above administrative ones.
- **Better benchmarking & incentives** — objective KPIs (SLA attainment %, repeat work orders, turf health metrics) enable trend analysis and payment adjustments.
- **Scalable & defensible** — reuseable, legally defensible metrics for future RFPs and disputes.

## Recommendation: Pragmatic hybrid approach

- Make **contract/SLA the primary gatekeeper**: measurable breaches → remedies/credits/escalation.
- Use a **secondary scorecard** for qualitative context (resident satisfaction, vendor communication, innovation) that informs negotiations but not automatic enforcement.

- **Require evidence** for all evaluations: time-stamped work orders, photos, sensor logs, chemical records, 3rd-party tests.
- **Weight by impact** (example: Safety/Compliance 40%, Core Delivery 30%, Responsiveness 20%, Relationship 10%) and adjust per vendor type.
- **Automate data capture** where possible (work-order systems, pool sensors, irrigation telemetry) to reduce admin burden and improve defensibility.

The Board should adopt contract/SLA metrics as the decision trigger, keep scorecards for qualitative insight, and document evidence & remedies in every vendor agreement.

This is what I'm trying to implement in all future RFPs / contracts.

Pawel Szeszko