



# BEACH COMMUNITY DEVELOPMENT DISTRICT

## *Advanced Meeting Package*

### *Workshop*

*Thursday  
November 6, 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, November 6, 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, November 6, 2025

Time: 6:00 PM

Location: 12788 Meritage Blvd.,  
Jacksonville, FL 32246

## *Revised Workshop Agenda*

### **I. Roll Call**

### **II. Audience Comments**

### **III. Presentations**

- A. Pool Refinishing
- B. Oak Tree Options
- C. Storage Options Recommended by Amenity Manager & Field Operations Manager – from 10/20/2025 meeting

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

- A. Consideration of Access Control Proposal [Exhibit 1](#)  
[Pgs. 7-8](#)
- B. Family Pool Refinishing [Exhibit 2](#)  
[Pgs. 10-16](#)
- C. Phase IV Landscape Maintenance Proposals [Exhibit 3](#)  
[Pgs. 18-41](#)
- D. ETM FY 2026 Rate Schedule/Responses for RFQ for DE Services – from 10/20/2025 meeting [Exhibit 4](#)  
[Pgs. 43-44](#)
- E. Window Treatments for Tamaya Hall – from 10/20/2025 meeting
  - 1. All About Blinds and Shutters - \$6,858.50 [Exhibit 5](#)  
[Pg. 46](#)
  - 2. Bloomin' Blinds of St. Augustine, FL
    - a. Option 1 - \$11,751.50 [Exhibit 6A](#)  
[Pgs. 49-52](#)
    - b. Option 2 - \$8,459.00 [Exhibit 6B](#)  
[Pgs. 54-57](#)
  - 3. Bumble Bee Blinds
    - a. Option 1 - \$4,842.00 [Exhibit 7](#)  
[Exhibit 7A](#)  
[Pg. 60](#)
    - b. Option 2 - \$5,482.00 [Exhibit 7B](#)  
[Pg. 62](#)
- F. Chairs & Tables for Tamaya Hall [Exhibit 8](#)  
[Pgs. 64-67](#)
- G. Berm Removal – from 10/20/2025 meeting
- H. Bling of Jacksonville Holiday Lighting Proposal [Exhibit 9](#)  
[Pgs. 69-78](#)

## **V. Supervisor Projects**

### **A. Chair Kendig**

1. Additional Storage Needs
2. Trees
3. Construction Entrance Security
4. JSO & COJ – Off-Duty Patrol
5. Pickleball/Paddleball Striping – from 10/20/2025 meeting
6. Information Sheet Regarding Speed Limits to be Distributed by Security Guards – from 10/20/2025 meeting
7. **Smith Machine Additional Cost**

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

1. Amenity Center Cable Contract Review
2. Brainstorm – Other Cost Saving Initiatives
3. “Punch List” & Response from Developer
4. Community Survey – Ranking of Capital Improvement Projects - \$150k in CRF FY 2026 Budget
5. RFP for Landscape Maintenance Contract
6. **CCTV**
7. Virtual Gate Guard/Remote Access
8. Pedestrian Crosswalk
9. **Janitorial Services Quotes**

**Exhibit 10**

Pg. 80

**Exhibit 11**

Pgs. 82-88

**Exhibit 12**

Pgs. 90-109

### **C. Supervisor Young**

1. Capital Improvement Plan Projects

### **D. Supervisor Repak**

### **E. Supervisor Caprita**

### **F. Unassigned**

1. Ruppert Irrigation Inspection Report & Irrigation Inspections
2. Non-Preserve Area Drainage
3. Large & Small Dog Park

**Exhibit 13**

Pgs. 111-112

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

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

**Exhibit 14**

Pgs. 114-116

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

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

1. Estatic LLC

**Exhibit 15**

Pg. 118



## **VII. Discussion Topics**

- A. Change Start time of “Adult” Events from 6PM to 7PM
- B. Carole Repak (Resident) – Regarding Converting Construction Entry Gate into an Emergency Entry/Exit Gate – from 05/12/2025 workshop
- C. Placement of Speed Signage – from 09/15/2025 meeting
- D. Placement of Ping Pong Table – from 09/15/2025 meeting
- E. Hours of Amenity Operations – from 09/15/2025
- F. Drainage of Costas Way – from 09/15/2025
- G. Promotional Items Event Sponsors Would be Allowed to Provide for Display in Tamaya Hall – from 10/20/2025 meeting
- H. Selling of Districts Parcels Next to Residences – from 10/20/2025 meeting
- I. Implementation of 10% Revenue Sharing

[Exhibit 16](#)  
[Pgs. 120-121](#)

## **VIII. Adjournment**

# EXHIBIT 1

## VIZpin Inc

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



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

### Bill To

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

### Ship To

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

	Quantity	Unit	Total Price
<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*

---

Clayton Buss, President C. Buss Enterprises

Date

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Tamaya/Beach CDD Owner

Date





## 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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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 3

# *Landscape Management Proposal*

**Tamaya Beach CDD (Phase 4)**



Submitted By:

**RUPPERT**  
**LANDSCAPE**



# RUPPERT

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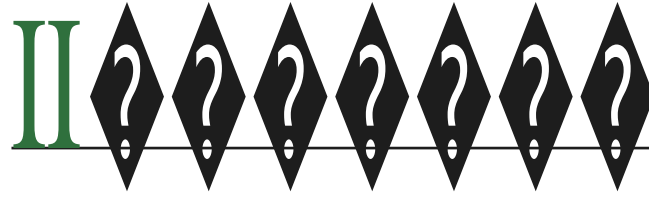
## LANDSCAPE

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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>
<b>INSURED</b> Ruppert Landscape, LLC 23601 Laytonsville Road Laytonsville, MD 20882-2525	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Travelers Property Casualty Co of America <b>INSURER B:</b> Hartford Fire Insurance Company <b>INSURER C:</b> Navigators Insurance Company <b>INSURER D:</b> Hartford Accident and Indemnity Company <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 <input type="checkbox"/> <input type="checkbox"/> 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

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. ☐ If you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check

(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).

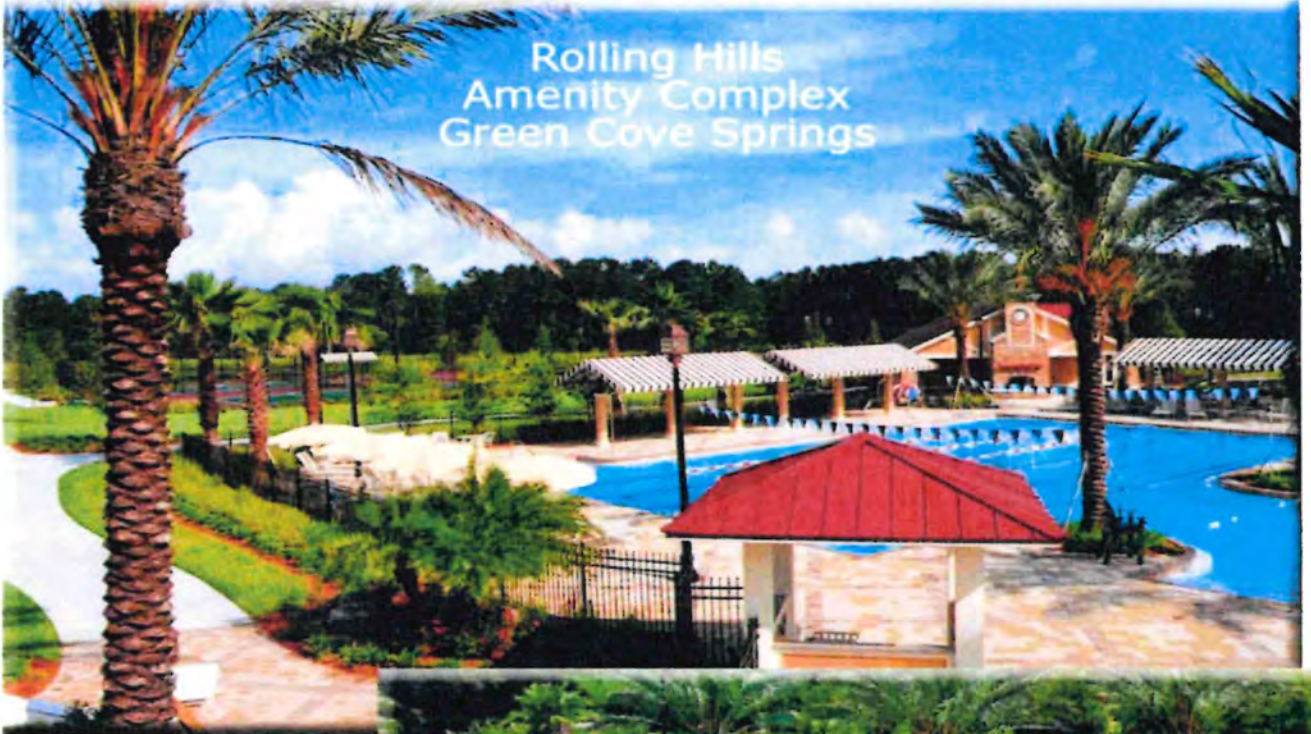
## What's New

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

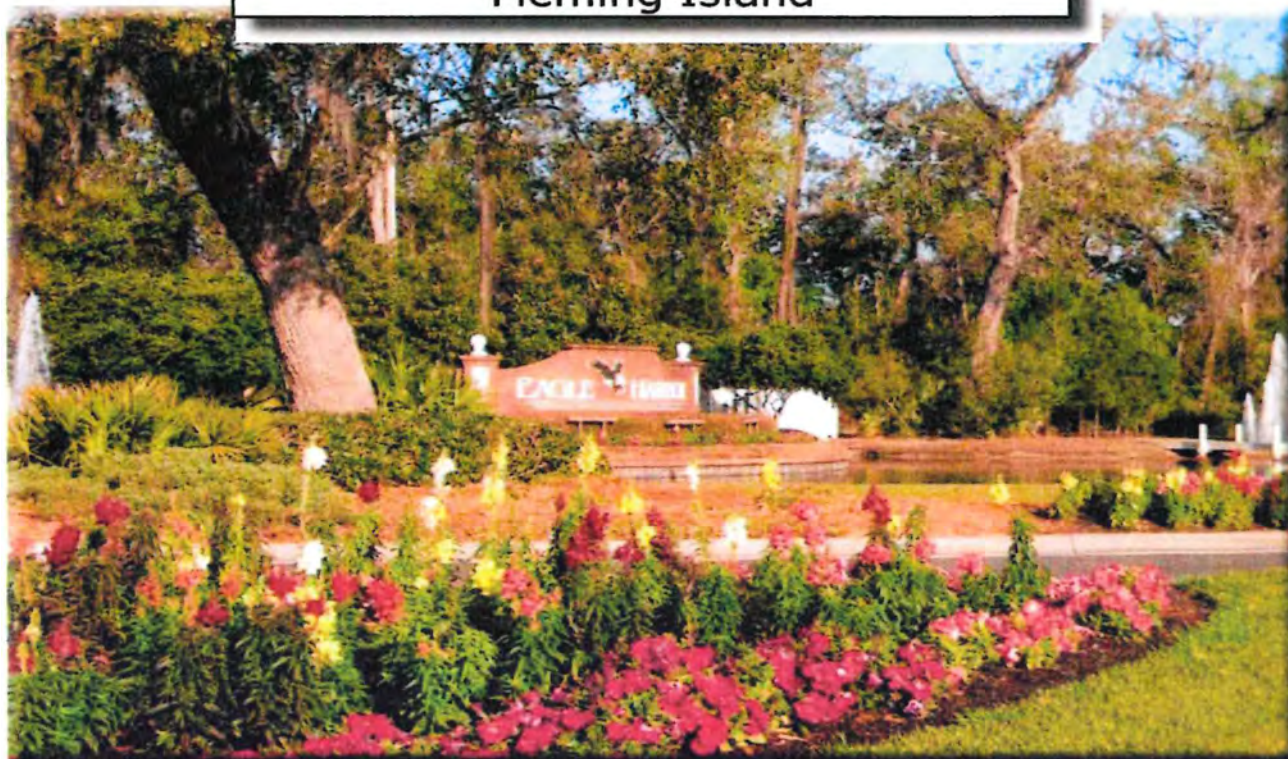
An Individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they







Eagle Harbor  
Fleming Island







## **Fleming Island Plantation**





Eagle Landing



## EXHIBIT 4

**BEACH COMMUNITY DEVELOPMENT DISTRICT  
WORK AUTHORIZATION NO. 39  
2024/2025 GENERAL CONSULTING ENGINEERING SERVICES**

**Scope of Work**

England, Thims & Miller, Inc. shall provide general consulting engineering services for the Beach Community Development District as directed by the Board of Supervisors or their designee. General consulting services shall include, but not be limited to:

1. Attending Meetings
2. Preparation of Engineering Reports and Studies
3. Preparation of Cost Estimates and Budgets
4. Technical Support for Community Development District Staff
5. Development and Analysis of District Projects
5. Operation and Maintenance Inspections
7. Prepare Presentation Documents for District Meetings

The outlined services shall be performed on a time and material basis at the currently approved rate and expense schedule. The estimated fee shall not be exceeded without further authorization. This estimated fee is not a guaranteed maximum cost.

**ESTIMATED FEE .....\$6,000.00**

**Basis of Estimated Fee (12 Months)**

England, Thims & Miller, Inc. will perform additional services, as may be requested, at the following hourly rates:

**ENGLAND-THIMS & MILLER, INC.  
HOURLY FEE SCHEDULE - 2025**

CEO/Chairman/Founder.....	\$475.00	/Hr.
Executive Vice President.....	\$370.00	/Hr.
Principal - Vice President .....	\$305.00	/Hr.
Vice President .....	\$295.00	/Hr.
Senior Advisor .....	<del>\$290.00</del>	/Hr.
Senior Engineer/ Senior Project Manager.....	\$255.00	/Hr.
Project Manager/Construction Project Manager.....	\$225.00	/Hr.
Director.....	\$210.00	/Hr.
Engineer.....	\$190.00	/Hr.
Assistant Project Manager .....	\$165.00	/Hr.
Senior Planner /Planning Manager.....	\$225.00	/Hr.
Senior Environmental Scientist.....	\$240.00	/Hr.
Planner.....	\$170.00	/Hr.
CEI Senior Project Engineer.....	\$320.00	/Hr.
Senior Construction Representative.....	\$205.00	/Hr.
Construction Representative.....	\$180.00	/Hr.
CEI Inspector .....	\$140.00	/Hr.
Senior Landscape Architect.....	\$215.00	/Hr.
Landscape Architect.....	\$190.00	/Hr.
GIS Director .....	\$205.00	/Hr.
GIS Solutions/Engineer/Manager.....	\$185.00	/Hr.
GIS Analyst .....	\$155.00	/Hr.
GIS Consultant.....	\$165.00	/Hr.
GIS Specialist.....	\$150.00	/Hr.

Senior Engineering Designer .....	\$170.00	/Hr.
Senior Landscape Designer.....	\$170.00	/Hr.
Engineering/Landscape Designer.....	\$155.00	/Hr.
Engineering Intern.....	\$150.00	/Hr.
CADD/GIS Technician.....	\$145.00	/Hr.
Project Coordinator / CSS.....	\$120.00	/Hr.
Administrative Support.....	\$110.00	/Hr.

\*ETM's standard hourly billing rates are reevaluated annually, prior to the beginning of the calendar year.

#### **Time of Performance**

Services rendered will commence upon District approval and will be completed on or before September 30, 2025.

#### **Approval**

Submitted by: \_\_\_\_\_  
England, Thims & Miller, Inc.

Date: \_\_\_\_\_, 2025

Approved by: \_\_\_\_\_  
Beach Community Development District

Date: \_\_\_\_\_, 2025



## EXHIBIT 5

SALES QUOTE		5% Solar Screen Bronze Rollease Q3 Recharge Motor		3% Solar Screen Bronze Rollease Q3 Recharge Motor			
LOCATION							
1	Tamaya Event West LL	\$1,095.00		\$1,195.00			
2	Tamaya Event West L	\$1,095.00		\$1,195.00			
3	Tamaya Event West M	\$1,095.00		\$1,195.00			
4	Tamaya Event West R	\$1,095.00		\$1,195.00			
5	Tamaya Event West RR	\$1,095.00		\$1,195.00			
6	Multi Channel Remote	\$95.00		\$95.00			
7	2 Chargers	\$60.00		\$60.00			
8							
9	Product Sub Total	\$5,630.00		\$6,130.00			
10	Install	\$250.00		\$250.00			
11	Tax	\$441.00		\$478.50			
12							
13	Grand Total	\$6,321.00		\$6,858.50			
14							
15	4 weeks to install approx						
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							

## EXHIBIT 6

## EXHIBIT 6A

## Bloomin' Blinds of St. Augustine, FL

70 Rose Dew Dr.  
Saint Augustine, FL 32092

## Quote

Quote No. 569366  
Quote Date: 10/08/2025  
Sales Rep: Tracy Pando  
(904) 626-4431  
staugustine@bloominblinds.com

Phone: (904) 626-4431 Web: <https://www.bloominblinds.com/>  
Email: [staugustine@bloominblinds.com](mailto:staugustine@bloominblinds.com)

### Billing Address

BEACH CDD  
Attn: Karen Young  
12788 Meritage Blvd  
Jacksonville, FL 32246  
United States

### Phone Numbers

Mobile: (904) 514-6074

### Installation Address

BEACH CDD  
Attn: Karen Young  
12788 Meritage Blvd  
Jacksonville, FL 32246  
United States

### Email Addresses

Home: [youngk1001@att.net](mailto:youngk1001@att.net)

### Sidemark

### Terms

Young

Line	Qty	Room	Description	Unit	Price
1	1	Clubhouse 1	CUS - Custom Roller Shade Motorized Clubhouse 1   Roller Shade   UWC   Inside   Lumiere   Ivory   Motor   roll:Standard Roll   Right   top:Open roll   top color:Cottage White	\$2,350.30	\$2,350.30
2	1	Clubhouse 2	CUS - Custom Roller Shade Motorized Clubhouse 2   Roller Shade   UWC   Inside   Lumiere   Ivory   Motor   roll:Standard Roll   Right   top:Open roll   top color:Cottage White	\$2,350.30	\$2,350.30
3	1	Clubhouse 3	CUS - Custom Roller Shade Motorized Clubhouse 3   Roller Shade   UWC   Inside   Lumiere   Ivory   Motor   roll:Standard Roll   Right   top:Open roll   top color:Cottage White	\$2,350.30	\$2,350.30
4	1	Clubhouse 4	CUS - Custom Roller Shade Motorized Clubhouse 4   Roller Shade   UWC   Inside   Lumiere   Ivory   Motor   roll:Standard Roll   Right   top:Open roll   top color:Cottage White	\$2,350.30	\$2,350.30

Bloomin' Blinds of St. Augustine, FL  
70 Rose Dew Dr.  
Saint Augustine, FL 32092

Quote

Quote No. 569366  
Quote Date: 10/08/2025  
Sales Rep: Tracy Pando  
(904) 626-4431  
staugustine@bloominblinds.com

Phone: (904) 626-4431      Web: <https://www.bloominblinds.com/>  
Email: [staugustine@bloominblinds.com](mailto:staugustine@bloominblinds.com)

Sidemark	Terms
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Young

Line	Qty	Room	Description	Unit	Price
5	1	Clubhouse 5	CUS - Custom Roller Shade  Motorized  Clubhouse 5   Roller Shade   UWC   Inside   Lumiere   Ivory   Motor   roll:Standard Roll   Right   top:Open roll   top color:Cottage White	\$2,350.30	\$2,350.30

Items Total:	\$11,751.50
Total Price:	<u>\$11,751.50</u>

**Bloomin' Blinds of St. Augustine, FL**

70 Rose Dew Dr.  
Saint Augustine, FL 32092

Quote No. 569366  
Quote Date: 10/08/2025  
Sales Rep: Tracy Pando  
(904) 626-4431  
staugustine@bloominblinds.com

Phone: (904) 626-4431      Web: <https://www.bloominblinds.com/>  
Email: [staugustine@bloominblinds.com](mailto:staugustine@bloominblinds.com)

**New Product Warranty Info:** All products offered by Bloomin' Blinds are covered by a limited lifetime warranty for the original purchaser (Note: motorization has a shorter warranty and will vary on original manufacture and product). The warranty protects against the following items: Warping, manufacturer material defects and install issues. In the event of a warranty need, there will be no cost to the homeowner and Bloomin' Blinds will service the repair at your home/office whenever possible. Basically, if the product falls apart on its own, we fix it for free...if a repair is caused by a soccer ball, dog, falling lamp, etc... its repairable, but not free. Fading and discoloration is subject to manufacturer warranty by specific product, material or fabric.

**Blind Repair Warranty Info:** All repairs are warrantied for one year from date of service. The warranty covers parts, labor and travel. If a repair is not completed as recommended (a shortcut was requested), then there will be no warranty offered. Warranty service is limited to the exact repair service and parts provided.

All quotes are valid until the point that the manufacturer changes the pricing of the product. If the manufacture changes the wholesale cost of the quoted materials, we can no long honor the quoted pricing and we will need to re-quote the project to account for any material cost changes.

Due to the custom nature of the window covering production, all products are created uniquely to your order and we can not return them during the production time or after. Please make sure you are confident in your choices, once you submit your deposit, there are no refunds or stopping the order.

All sales are final. Time estimates are subject to manufacturer's ability and their accessibility to necessary materials and components. If the customer cannot provide access for installation or accommodate receipt of product, the full balance will become due after 30 days have passed from the time of our first attempt at contact for installation or delivery. Customer is responsible for their choices of product, style, color, controls, and control locations.

Payment of any remaining balance is expected in full at the time of final installation or completion of the quoted project. Any payments that are not received within 30 days of project completion may be subject to late fees and possible interest on the outstanding balance. Late fees and interest may vary by project and state laws. The undersigned agrees to the above.



## Bloomin' Blinds of St. Augustine, FL

70 Rose Dew Dr.  
Saint Augustine, FL 32092

Phone: (904) 626-4431

Web: <https://www.bloominblinds.com/>

Email: [staugustine@bloominblinds.com](mailto:staugustine@bloominblinds.com)

## Quote

Quote No. 569366

Quote Date: 10/08/2025

Sales Rep: Tracy Pando

(904) 626-4431

[staugustine@bloominblinds.com](mailto:staugustine@bloominblinds.com)

Signature

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Signature

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Date

Printed 10/08/2025 11:44 AM EST

Page 4 of 4

SF-QT-011



## EXHIBIT 6B

## Bloomin' Blinds of St. Augustine, FL

70 Rose Dew Dr.  
Saint Augustine, FL 32092

## Quote

Quote No. 571336  
Quote Date: 10/13/2025  
Sales Rep: Tracy Pando  
(904) 626-4431  
staugustine@bloominblinds.com

Phone: (904) 626-4431 Web: <https://www.bloominblinds.com/>  
Email: [staugustine@bloominblinds.com](mailto:staugustine@bloominblinds.com)

### Billing Address

BEACH CDD  
Attn: Karen Young  
12788 Meritage Blvd  
Jacksonville, FL 32246  
United States

#### Phone Numbers

Mobile: (904) 514-6074

### Installation Address

BEACH CDD  
Attn: Karen Young  
12788 Meritage Blvd  
Jacksonville, FL 32246  
United States

#### Email Addresses

Home: [youngk1001@att.net](mailto:youngk1001@att.net)

### Sidemark

### Terms

Young

Line	Qty	Room	Description	Unit	Price
1	1	Clubhouse 1	CUS - Custom Roller Shade Motorized Clubhouse 1   Roller Shade   UWC   Inside   NO BW 3%   BLACK COPPER   Motor   roll:Reverse Roll   Left   top:Open roll   hem:FABRIC WRAPPED HEM BAR	\$1,691.80	\$1,691.80
2	1	Clubhouse 2	CUS - Custom Roller Shade Motorized Clubhouse 2   Roller Shade   UWC   Inside   NO BW 3%   BLACK COPPER   Motor   roll:Reverse Roll   Left   top:Open roll   hem:FABRIC WRAPPED HEM BAR	\$1,691.80	\$1,691.80
3	1	Clubhouse 3	CUS - Custom Roller Shade Motorized Clubhouse 3   Roller Shade   UWC   Inside   NO BW 3%   BLACK COPPER   Motor   roll:Reverse Roll   Left   top:Open roll   hem:FABRIC WRAPPED HEM BAR	\$1,691.80	\$1,691.80
4	1	Clubhouse 4	CUS - Custom Roller Shade Motorized Clubhouse 4   Roller Shade   UWC   Inside   NO BW 3%   BLACK COPPER   Motor   roll:Reverse Roll   Left   top:Open roll   hem:FABRIC WRAPPED HEM BAR	\$1,691.80	\$1,691.80

Bloomin' Blinds of St. Augustine, FL  
70 Rose Dew Dr.  
Saint Augustine, FL 32092

Quote  
Quote No. 571336  
Quote Date: 10/13/2025  
Sales Rep: Tracy Pando  
(904) 626-4431  
staugustine@bloominblinds.com

Phone: (904) 626-4431      Web: <https://www.bloominblinds.com/>  
Email: [staugustine@bloominblinds.com](mailto:staugustine@bloominblinds.com)

Sidemark	Terms
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Young

Line	Qty	Room	Description	Unit	Price
5	1	Clubhouse 5	CUS - Custom Roller Shade  Motorized  Clubhouse 5   Roller Shade   UWC   Inside   NO BW 3%   BLACK COPPER   Motor   roll:Reverse Roll   Left   top:Open roll   hem:FABRIC WRAPPED HEM BAR	\$1,691.80	\$1,691.80

Items Total:	\$8,459.00
Total Price:	<u>\$8,459.00</u>

**Bloomin' Blinds of St. Augustine, FL**

70 Rose Dew Dr.  
Saint Augustine, FL 32092

Quote No. 571336  
Quote Date: 10/13/2025  
Sales Rep: Tracy Pando  
(904) 626-4431  
staugustine@bloominblinds.com

Phone: (904) 626-4431      Web: <https://www.bloominblinds.com/>  
Email: [staugustine@bloominblinds.com](mailto:staugustine@bloominblinds.com)

**New Product Warranty Info:** All products offered by Bloomin' Blinds are covered by a limited lifetime warranty for the original purchaser (Note: motorization has a shorter warranty and will vary on original manufacture and product). The warranty protects against the following items: Warping, manufacturer material defects and install issues. In the event of a warranty need, there will be no cost to the homeowner and Bloomin' Blinds will service the repair at your home/office whenever possible. Basically, if the product falls apart on its own, we fix it for free...if a repair is caused by a soccer ball, dog, falling lamp, etc... its repairable, but not free. Fading and discoloration is subject to manufacturer warranty by specific product, material or fabric.

**Blind Repair Warranty Info:** All repairs are warrantied for one year from date of service. The warranty covers parts, labor and travel. If a repair is not completed as recommended (a shortcut was requested), then there will be no warranty offered. Warranty service is limited to the exact repair service and parts provided.

All quotes are valid until the point that the manufacturer changes the pricing of the product. If the manufacture changes the wholesale cost of the quoted materials, we can no long honor the quoted pricing and we will need to re-quote the project to account for any material cost changes.

Due to the custom nature of the window covering production, all products are created uniquely to your order and we can not return them during the production time or after. Please make sure you are confident in your choices, once you submit your deposit, there are no refunds or stopping the order.

All sales are final. Time estimates are subject to manufacturer's ability and their accessibility to necessary materials and components. If the customer cannot provide access for installation or accommodate receipt of product, the full balance will become due after 30 days have passed from the time of our first attempt at contact for installation or delivery. Customer is responsible for their choices of product, style, color, controls, and control locations.

Payment of any remaining balance is expected in full at the time of final installation or completion of the quoted project. Any payments that are not received within 30 days of project completion may be subject to late fees and possible interest on the outstanding balance. Late fees and interest may vary by project and state laws. The undersigned agrees to the above.



## Bloomin' Blinds of St. Augustine, FL

70 Rose Dew Dr.  
Saint Augustine, FL 32092

Phone: (904) 626-4431

Web: <https://www.bloominblinds.com/>

Email: [staugustine@bloominblinds.com](mailto:staugustine@bloominblinds.com)

## Quote

Quote No. 571336

Quote Date: 10/13/2025

Sales Rep: Tracy Pando

(904) 626-4431

[staugustine@bloominblinds.com](mailto:staugustine@bloominblinds.com)

Signature

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Signature

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Date

Printed 10/13/2025 12:52 PM EST

Page 4 of 4

SF-QT-011

## EXHIBIT 7

## EXHIBIT 7A



## BB165: Ponte Vedra Beach

159 Vista Lake Circle  
Ponte Vedra, FL 32081  
United States

Phone: (904) 605-0424

Web: <https://www.bumblebeebblinds.com/ponte-vedra-beach-fl/>

Email: [Pthompson@bumblebeebblinds.com](mailto:Pthompson@bumblebeebblinds.com)

## Quote

Quote No.

572861

Quote Date:

10/15/2025

Sales Rep:

Patricia Thompson

[PThompson@bumblebeebblinds.com](mailto:PThompson@bumblebeebblinds.com)

### Billing Address

Karen Young  
12788 Meritage Boulevard  
Jacksonville, FL 32246

### Phone Numbers

Mobile: 9045146074

### Installation Address

Karen Young

### Email Addresses

Work: None

### Sidemark

Young 10/15/2025

Line	Qty	Location	Description	Unit	Price
1	5	Clubhouse	ELG - Anabelle Roller Shades Motorized Roller	\$955.00	\$4,775.00
Items Total:					\$4,775.00
Surcharges					
1		Elegant Shades shipping		\$67.00	\$67.00
Surcharges Total:					\$67.00
Total Price:					\$4,842.00

## Signature

Signature

Date



## EXHIBIT 7B



## BB165: Ponte Vedra Beach

159 Vista Lake Circle  
Ponte Vedra, FL 32081  
United States

Phone: (904) 605-0424

Web: <https://www.bumblebeeblinds.com/ponte-vedra-beach-fl/>

Email: [Pthompson@bumblebeeblinds.com](mailto:Pthompson@bumblebeeblinds.com)

## Quote

Quote No.

572858

Quote Date:

10/15/2025

Sales Rep:

Patricia Thompson

[PThompson@bumblebeeblinds.com](mailto:PThompson@bumblebeeblinds.com)

### Billing Address

Karen Young  
12788 Meritage Boulevard  
Jacksonville, FL 32246

### Phone Numbers

Mobile: 9045146074

### Installation Address

Karen Young

### Email Addresses

Work: None

### Sidemark

Young 10/15/2025

Line	Qty	Location	Description	Unit	Price
1	5	Clubhouse	ELG - Anabelle Roller Shades Motorized Roller	\$1,083.00	\$5,415.00
Items Total:					\$5,415.00
Surcharges					
1		Elegant Shades shipping		\$67.00	\$67.00
Surcharges Total:					\$67.00
Total Price:					<u>\$5,482.00</u>

## Signature

Signature

Date

## EXHIBIT 8



### **Nova Side Chair -Mica Finish**

Style: 1301-05-M Dimensions: 19.25"w x 21.00"d x 36.00"h

**\$499 x 48 = \$23,952**

**\*chair program handle**

Fairfield 1200-05  
Short Back Side  
Chair / Legs  
tobacco finish 05-T  
mica - 05-M

-3109-72 Flax material

Heckman Wexford  
248A

Tamaya Club House





### Dena Side Chair Mica Finish

Style: 6038-05-M Grade G

Dimensions: 22.00"w x 26.00"d x 38.00"h



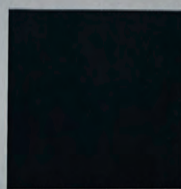
8725  
Cloth  
fabric: 8725-73  
Grade: G



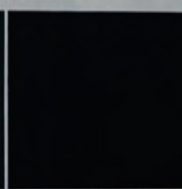
8725  
Abalone  
fabric: 8725-71  
Grade: G



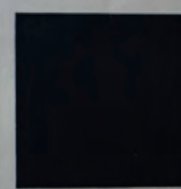
8725  
Flares  
fabric: 8725-30  
Grade: G



8725  
Rayside  
fabric: 8725-96  
Grade: G



8725  
Voyager  
fabric: 8725-93  
Grade: G



8725  
Cobalt  
fabric: 8725-90  
Grade: G

**\$759 x 48 = \$36,432**

**Gr Q- \$849 X 48 = \$41,232**

Tamaya Club House

Hi Karen,  
Thank you for your inquiry. I received your furniture wish list request from the online portal and am happy to prepare a quote for you! I cannot email prices due to certain restrictions so we can leave you a voicemail with information including lead time.

When you place an order we require a 1/3 deposit which can be on a debit or credit card which has a 2.0% handling fee. Once the order is complete the balance must be paid by personal or electronic check (ACH transfer) only. We also encourage you to review the Furniture Protection Plan attached. We can also get you an estimate for the shipping with a third party if you prefer not to pick it up.

I look forward to assisting you!

Best,  
Diane Christensen  
Sales Consultant - Hickory Park Furniture  
2220 Hwy. 70 S.E. #370  
Hickory, NC 28602  
828.322.4440 Ext. 213  
Text: 828-322-5713  
[dianec@hickorypark.com](mailto:dianec@hickorypark.com)  
<https://www.hickorypark.com>

----- Forwarded message -----

From: **HPark Sales** <[hparksales@hickorypark.com](mailto:hparksales@hickorypark.com)>  
Date: Tue, Oct 14, 2025 at 1:36 PM  
Subject: Fwd: FW: RE: Request from [youngk1001@att.net](mailto:youngk1001@att.net)  
To: Diane Christensen <[dianec@hickorypark.com](mailto:dianec@hickorypark.com)>

x 213

----- Forwarded message -----

From: **Hickory Furniture Mart** <[info@hickoryfurniture.com](mailto:info@hickoryfurniture.com)>  
Date: Tue, Oct 14, 2025 at 11:51 AM  
Subject: FW: RE: Request from [youngk1001@att.net](mailto:youngk1001@att.net)  
To: Hickory Park <[hparksales@hickorypark.com](mailto:hparksales@hickorypark.com)>

Dena Total 41,150  
Concave Total 40,154

Dena Chair 32,496

12 Concave / arms 8,460  
36 concave 23,040

Tables 5,946

Freight Tables + chairs  
2708-

The page links for the skus shown in the request below were added by the Mart office. All 3 chairs are Fairfield Chair furniture.

Thank you.

From: youngk1001 <[youngk1001@att.net](mailto:youngk1001@att.net)>  
Sent: Tuesday, October 14, 2025 11:02 AM  
To: Hickory Furniture Mart <[info@hickoryfurniture.com](mailto:info@hickoryfurniture.com)>; [share@eprevue.net](mailto:share@eprevue.net)  
Subject: FW: RE: Request from [youngk1001@att.net](mailto:youngk1001@att.net)

Sent via the Samsung Galaxy S24+, an AT&T 5G smartphone

----- Original message -----

From: youngk1001 <[youngk1001@att.net](mailto:youngk1001@att.net)>



**Bill To:** KAREN YOUNG  
**Client Code:** 16YOUNK000  
**Ship To:**  
**F/L Name:** KAREN YOUNG  
**Address:** TAMARA CLUBHOUSE

**City/State/Zip:** JACKSONVILLE, FL 32246  
**Phone 1:** 904-514-6074  
**Phone 2:**



JACKSONVILLE  
 7760 GATE PKWY

JACKSONVILLE, FL 32256  
 904-493-2730

**Order Number:** 1022516JHHE  
**Order Type:** QUOTE  
**Quote Exp:** 22 Nov 2025  
**Sales 1:** TAB16  
**Sales 2:**  
**Transportation:** DELIVERY  
**Date:** 31 Dec 2046  
**Delivery Zone:** NF1

**Date:** 22 Oct 2025  
**Status:** OPEN

Qty	SKU	Vendor	Vendor Stock Number	Description	Price
1	206226658	CABH	BS-7605-53-1 ERIC DINING TOP	PORCELAIN TOP (1 OF 2) DNG TBL	\$1199.00
1	259199983	FACH	1200-05-M 8703 CLOUD	SIDE CHAIR CONCAVE (SHORT)	\$519.00

ext. price :  
 • tables \$7194  
 • chairs \$ ~~29712~~  
 24,912

Comments:	Totals:	
<b>Sales:</b> No Taxes because of Community CDD   <b>Delivery:</b>	<b>Tax Code:</b> 7.5	<b>Subtotal:</b> \$1718.00 <b>Delivery Charge:</b> \$199.00 <b>Setup Fee:</b> \$0.00  <b>Tax:</b> \$128.85 <b>Total:</b> \$2045.85 <b>Deposits/Payments:</b> \$0.00 <b>Finance Amount:</b> \$0.00 <b>Balance Due:</b> \$2045.85
	<b>Signature:</b>  <b>Date:</b>	

Thank You For Shopping at Baers

## EXHIBIT 9





**Bling! of Jacksonville**  
10221-3 Beach Boulevard  
Jacksonville, FL 32246

**Estimate** 10617686  
**Estimate Date** 10/22/2025

**Billing Address**  
Beach CDD Tamaya  
12788 Meritage Boulevard  
Jacksonville, FL 32246 USA

**Job Address**  
Ron Zastrocky  
12788 Meritage Boulevard  
Jacksonville, FL 32246 USA

#### Description of work

\*Revised 2025 Holiday Lighting Estimate (excluding clubhouse, removing lights at roundabout and all wreaths and bows.

Service #	Description	Quantity	Your Price	Total
LS5MM50WW-6XG	Palm tree wrap (2 palms at club house).	22.00	\$30.00	\$660.00
BUC9WW	C9 guard house roofline.	180.00	\$5.00	\$900.00
LS5MM50WW-6XG	Guard house 4x palm tree wrap.	48.00	\$30.00	\$1,440.00
BUC9WW	Beach Monument- East	184.00	\$5.00	\$920.00
BUC9WW	Beach Monument-West	150.00	\$5.00	\$750.00
BUC9WW	Exit Monument	116.00	\$5.00	\$580.00
BUC9WW	Gazebo top at entrance C9 cord/bulbs warm white.	21.00	\$5.00	\$105.00

**Potential Savings** \$535.50 - \$535.50

<b>Sub-Total</b>	\$5,355.00
<b>Tax</b>	\$0.00
<b>Total Due</b>	<u>\$5,355.00</u>
<b>Deposit/Downpayment</b>	\$0.00

Thank you for choosing Blingle!

Company, Blingle Premier Lighting, proposes to perform the Work for a total sum of: (i) the estimated cost as outlined above; and (ii) any Additional Costs (defined in the Terms and Conditions) (collectively, the "Agreed Price"). The Agreed Price shall be payable to Blingle! from Customer as follows: (i) Down Payment in the amount of 50% of the "Estimated Total Cost" due upon execution of this Agreement; (ii) Final Payment in the amount of 50% of the "Estimated Total Cost", plus any Additional Costs, due upon completion of the Work. Holiday Lighting Projects are to be paid in full upon execution of this agreement. Customer agrees to make all payments under this Agreement, including the Work and Additional Costs directly to Blingle. Customer's signature signifies acceptance of all Terms and Conditions of this Agreement, including the additional Terms and Conditions contained herein. By signing this Agreement you agree that you have also been provided notice of these rights to cancel orally in addition to the writing contained herein.

## HOMEOWNER SERVICE AGREEMENT DESCRIPTION

**Holiday Lighting:** Blingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner or responsible party. Once the contract is signed, we will schedule an agreed upon install time and date. Blingle will complete the agreed upon project for the designated and agreed upon areas of the project. Throughout the duration of the project terms, if any lights or accessories malfunction or need adjusted, repaired or replaced, Blingle agrees to complete the necessary work in a timely matter. Once the new calendar year has begun, Blingle will reach out to schedule an agreed upon date and time to remove all lighting and accessories. If Blingle cannot reach the homeowner or responsible party, Blingle has the right to return and collect its lighting, materials, and accessories with a given 24 hour notice.

**Landscape Lighting:** Blingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner or responsible party. Once the contract is signed, we will schedule an agreed upon install time and date. Blingle will complete the design proposal for the project on the designated and agreed upon areas. A maintenance agreement is optional. If the homeowner or responsible party agrees to a maintenance plan, Blingle would be responsible for any adjustments or first right of refusal on repairs and labor. Blingle is not responsible or liable for any damages to or the malfunction of any product or accessories but will provide labor throughout the duration of maintenance program. The customer is always responsible for the terms of the product warranty through the manufacturer.

**Event Lighting:** Blingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner. Once the contract is signed, we will schedule an agreed upon install time and date. Blingle will complete the design proposal for the venue on the designated and agreed upon areas of the home. A maintenance agreement is optional. If the homeowner or responsible party agrees to a maintenance plan, Blingle would be responsible for any adjustments or first right of refusal on repairs and labor. Blingle is not responsible or liable for any damages to or the malfunction of any product or accessories but will provide labor throughout the duration of maintenance program. The customer is always responsible for the terms of the product warranty through the manufacturer.

**Patio Lighting:** Blingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner. Once the contract is signed, we will schedule an agreed upon install time and date. Blingle will complete the design proposal for the designated and agreed upon areas of the home. A maintenance agreement is optional. If the homeowner or responsible party agrees to a maintenance plan, Blingle would be responsible for any adjustments or first right of refusal on repairs and labor. Blingle is not responsible or liable for any damages to or the malfunction of any product or accessories but will provide labor throughout the duration of maintenance program. The customer is always responsible for the terms of the product warranty through the manufacturer.

**Permanent Lighting:** Blingle will complete a design in person or via virtual designer. We will send a contract to be completed and signed by the homeowner. Once the contract is signed, we will schedule an agreed upon install time and date. Blingle will complete the design proposal on the designated and agreed upon areas of the home. A maintenance agreement is optional. If the homeowner or responsible party agrees to a maintenance plan, Blingle would be responsible for any adjustments or first right of refusal on repairs and labor. Blingle is not responsible or liable for any damages to or the malfunction of any product or accessories but will provide labor throughout the duration of maintenance program. The customer is always responsible for the terms of the product warranty through the manufacturer.

### Residential Holiday Storage Verbiage

Your lights and accessories will be reserved for your property for next year's installation in our warehouse. We will hold the materials for your project per your contract or through the renewal period the following year. When your contract ends or if you do not renew, the materials for your project will no longer be designated to you under the agreed upon terms.

## ADDITIONAL TERMS AND CONDITIONS

1. Company Work; Contractor. Customer hereby authorizes Company to perform the Work on Customer's property under this Agreement. Company agrees to perform the Work, for the Agreed Price. Customer acknowledges that Company is an independent contractor and may be entitled to certain compensation of overhead and profit, and other payments under this Agreement, as allowed by applicable state standards.
2. Agreed Price. The Agreed Price includes: (i) Estimated Total Cost (as set forth above); plus (ii) the following additional costs, fees, and expenses: (a) upgrades, improvements, materials, or labor outside the scope of Work, if requested by Customer; (b) any additional costs, expenses, or fees for repairs, materials, or labor, known or unknown at the time of the performance of Work, that are necessary to complete the Work as required by local building codes; and/or documented price increases of the Work, such as labor, materials, and products; pursuant to a change order for Work; or as incurred by Company in the event Work is stopped and/or resumed.
3. Labor; Materials; Equipment; Storage; Ownership. Company agrees to furnish all permits, labor, equipment, lighting products and other materials to complete the Work (except the lighting and decoration materials and products purchased [OR SUPPLIED] by Company, if any, to be installed by Company pursuant to this Agreement). All lighting products and other materials provided by Company will be standard stock products and materials, unless otherwise specified, subject to availability and substitution for substantially equivalent products and materials in the Company's sole discretion. Company agrees to use best efforts to match Customer's existing lighting products and other materials within reasonable tolerance as to color and design. All excess lighting products and other materials shall be the property of Company. The lighting products and other materials for Customer's project will be reserved for Customer's property for next year's installation in the Company's warehouse or other Company designated location. The Company will store the lighting products and other materials for Customer's project for the period of time set forth in the Agreement or through the agreed upon renewal period. When the Agreement terminates, and if Customer does not elect to renew the Agreement, the lighting products and other materials for Customer's project will no longer be designated for Customer's project and Company's obligation to store the lighting products and other materials for Customer's terminated project will expire. Customer acknowledges, understands, and agrees that all lighting products and other materials supplied by the Company in the performance of the Work

under this Agreement shall be the sole and exclusive property of Company and not Customer, unless purchased by the Customer as provided herein.

4. Customer Property; Access. Customer agrees to provide Company access to Customer's property during standard working hours and as required for completion of the Work. Customer agrees that Customer's telephone, electricity and water will be made available to Company's personnel during the course of the work. Customer will also furnish, at Customer's expense, single phase, 220-volt, 50-amp electrical service. Except as expressly provided herein, Company shall not be responsible or liable for the protection of, or damage to, Customer's property. Customer shall manage and be responsible for the protection of all Customer property, including automobiles, exposed to potential damage by Company's Work. Customer shall remove, store and/or protect all Customer property during Company's Work as reasonable or necessary for the performance of the Work. Customer acknowledges and agrees that the Work may require that heavy materials, trucks, or other equipment or supplies be placed on Customer's property, and that Customer shall be solely responsible for and agrees to hold Company harmless for any damage to Customer's property, including, but not limited to, driveways, walkways, or lawns, which may be caused thereby. Company shall not be responsible for damages of any kind to any area of Customer's property upon which Company's Work has not been completed, nor to any person, including Customer, for damages of any kind occurring after the Work is complete.

5. Completion of Work; Delay. Completion of Work shall be the date on which Company's Work is substantially complete (as distinguished from the date of Customer's acceptance thereof) or the date of Company's last item of Work at the property, whichever is earlier. Company shall not be responsible if any interruption of Company's work results from Customer's failure to provide reasonable access or due to the acts or negligence of others not under Company's direction. Company shall not be responsible for damages arising from delay due to inclement weather, strikes, fires, accidents, delays in shipments or delivery of materials, or any causes beyond Company's reasonable control.

6. Past Due Amounts; Collection Costs. Customer agrees to pay a service charge of eighteen percent (18%) per annum or the maximum amount allowed by law, whichever is less, on all balances thirty (30) days or more past due. Customer agrees to pay for all costs, fees, and expenses, including reasonable attorneys' fees, incurred by Company in the performance or enforcement of this Agreement, including collection of Customer's past due account. Returned checks will be assessed a \$25.00 processing fee. Credit cards on file will be processed after completion of the Work.

7. Customer Failure to Authorize Work; LIQUIDATED DAMAGES. If Customer fails to authorize and/or grant access to Company to commence such Work on the date of scheduled performance of the Work, then Customer shall pay Company twenty percent (20%) of the Final Payment (the "Liquidated Damages"). The parties hereby expressly agree that the actual harm caused by Customer's breach would be impossible or very difficult to estimate at the time of entering into this Agreement and that the Liquidated Damages represents the parties' reasonable estimation of damages, losses, and expenses, incurred by Company (which may include Company time, involvement, expertise, burden, and expense, in assisting Customer with the assessment and documentation of damage to Customer's property, and in the preparation, coordination, and engagement of the performance of Work under this Agreement. The parties expressly acknowledge and agree that the Liquidated Damages are established and agreed upon in advance as a fair and equitable amount reasonably estimated to cover damages, losses, or expenses incurred by Company for Customer's failure to authorize or grant access to Company to perform the Work, and not as a penalty.

8. Customer Payment; Failure to Pay. Customer shall be obligated and responsible for all payments to Company under this Agreement. Customer's failure to make prompt payment of any kind when due shall entitle Company, upon forty-eight (48) hours written notice, to stop Work without penalty of any kind whatsoever. In the event Customer does not remit payment for any or all of the Work, any individual line item, or any trade, service, material, product, or other expense reasonable or necessary to perform the Work, Customer shall release Company of its obligations for the performance of that component of Work or acts associated with such expense.

9. Insurance. Customer acknowledges and understands that Company does not work for an insurance company, and that Customer may authorize Company to perform the Work under this Agreement in Customer's sole discretion. Company and its authorized representatives are not engaged in or hold themselves out as public adjusters. Company makes no representations or warranties regarding insurance, Customer's insurance coverage, or any insurance claim of Customer whatsoever related to the Work, this Agreement, or otherwise.

10. Hazardous Materials; Mold. Nothing contained in this Agreement shall be construed to require Company to determine the presence or absence of any hazardous materials, including any asbestos-containing materials or mold, affecting the property or Work, or to require Company to remove, transport, dispose of, clean, remediate, use, handle, or protect such materials, including, but not limited to mold abatement, removal, disposal, or cleaning. Customer agrees to pay, as an additional cost, all costs, fees, and expenses related to any abatement, removal, cleaning, remediation, disposal, transportation, or otherwise handling of any hazardous materials, including asbestos-containing materials and mold, by Company, if undertaken by the Company in its discretion. In the event that Company learns of the presence of any hazardous materials on Customer's property, Company reserves the right to immediately stop Work and, at Company's discretion, execute a change order with Customer for such additional repairs, labor, or materials as may be required to perform the original scope of Work. Customer hereby waives and disclaims any claims against Company arising out of any loss, damage or injury resulting therefrom and acknowledges that Company shall have no liability or responsibility with respect to the same. CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS COMPANY, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES, AGAINST LIABILITY, LOSS, DAMAGE, OR EXPENSE BY REASON OF ANY CLAIMS, DEMANDS, SUITS OR JUDGMENTS ARISING OUT OF OR RELATED TO THE CONDITION OR ALLEGED CONDITION OF THE PROPERTY OR ANY EXISTING IMPROVEMENTS, FIXTURES OR APPURTENANCES THEREON, INCLUDING BUT NOT LIMITED TO THE PRESENCE OF ANY LATENT DEFECTS OR TOXIC OR HAZARDOUS MATERIALS.

11. Concealed or Unknown Conditions. Company shall not be responsible for any concealed or unknown conditions at the site of the Work, and Company shall be entitled to equitable compensation for any increased cost of performing the Work and an equitable extension of the time required to perform the Work arising out of or related to any such differing site conditions encountered, or any other cause beyond Company's reasonable control.

12. Liability; Limitations; Indemnification. Company shall not be liable for, and accepts no liability to indemnify or hold Customer harmless for, any claims or damages to persons or property, except: (i) as expressly provided herein; and (ii) to the extent that such damage occurs during performance of Company's Work and are the direct result of Company's error or omission. Company shall not be liable for damage or loss, of any

kind, caused in whole or in part by: (i) the acts, errors, or omissions of other parties, trades or contractors; (ii) any rework required to be performed by Company as a result of the acts, omissions, or errors of other parties, trades, or contractors; or (iii) lightning, winds, hailstorms, ice damage, ice dams (caused by thawing and freezing of ice, water or snow), hurricanes, tornados, floods, earthquakes or other unusual phenomena of the elements; faulty condition of parapet walls, copings, chimneys, skylights, vents, supports or other parts of the building; stoppage of roof drains and gutters; insects; rodents or other animals; or fire. In no event shall Company be liable or responsible for damage or loss, of any kind; (i) for any electrical, cable, HVAC, mechanical, or plumbing lines or equipment on Customer's property; (ii) for the functionality of satellite dishes or solar panels; or (iii) for any slight scratching or denting of gutters; oil droplets in driveways; damage to flowers or landscaping, or minor broken branches on trees, plants or shrubbery; damage to sprinkler systems, driveways, walkways, lawns; or debris, such as nails or trash, on Customer's property. CUSTOMER'S MAXIMUM RECOURSE SHALL BE, AND COMPANY'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT COMPANY BILLED TO CUSTOMER UNDER THIS AGREEMENT. CUSTOMER AGREES TO INDEMNIFY, DEFEND, AND HOLD COMPANY HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, CHARGES, OR DEMANDS, THAT RISE OUT OF, PERTAIN TO, OR RELATE TO COMPANY'S PERFORMANCE OF THIS AGREEMENT OR THE WORK. Customer acknowledges, understands, and agrees that Company shall not be liable for any modifications, alterations, additions, or otherwise actions or omissions of Customer or any third party, to or upon the Products, or otherwise related to the Work. Notwithstanding anything to the contrary contained elsewhere herein, neither party shall be liable to the other for any consequential, special, incidental, indirect or punitive damages of any kind or character, including, but not limited to, loss of use, loss of profit, loss of anticipated profit, loss of bargain, loss of revenue or loss of product or production, however arising under this Agreement or as a result of, relating to or in connection with the performance of Work under this Agreement and the parties' performance of the obligations hereunder, and no such claim shall be made by any party against the other regardless of whether such claim is based or claimed to be based on negligence (including sole, joint, active, passive, or concurrent negligence, but excluding gross negligence), fault, breach of warranty, breach of agreement, breach of contract, statute, strict liability or any other theory of liability whatsoever.

13. Warranties. Customer acknowledges and agrees with the warranty limitations set forth in this Agreement. Customer understands and acknowledges that Company does not warrant or guarantee previous workmanship or pre-existing materials, nor any materials, products, or labor not originally provided by Company. A written limited warranty is offered on workmanship and lighting products or other materials provided pursuant to this Agreement on the terms and conditions reflected in the written limited warranty materials provided or made available to Customer. Company shall not be liable for, and Customer agrees to hold Company harmless for, any latent defects in any products or materials supplied to Customer under this Agreement. Any warranty provided under this Agreement shall not include the cost to abate, remove, clean, remediate, dispose, transport, use, or handle any hazardous substance, including asbestos or mold, that may be found on Customer's property in the future. If Company is not paid in full in accordance with this Agreement, all such warranties shall immediately be null and void. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES NOT SPECIFICALLY CONTAINED HEREIN, EXPRESS OR IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO THE WARRANTY FOR MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, AND CUSTOMER WAIVES ALL CLAIMS.

14. PRE-LIEN NOTICE. COMPANY HEREBY PROVIDES NOTICE THAT ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR SUCH CONTRIBUTIONS, LABOR OR MATERIALS. Upon default in payment, a lien will be placed on the property and charges will be added from the date of substantial completion at the maximum rate allowed by law.

15. Further Assurances. Customer and Company agree to execute and deliver such additional documents and to take such other actions and do such other things as may be necessary to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

16. Waiver of Subrogation. Customer and Company waive all rights against each other and any of their respective subcontractors, sub-subcontractors, agents and employees for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement, or other property insurance applicable to the Property, except such rights as they have to the proceeds of such insurance held by the Customer as fiduciary.

17. Miscellaneous. This Agreement constitutes the entire agreement between the parties relating to all of the subject matter hereof, and supersedes all prior agreements, arrangements and understandings, written or oral between the parties concerning such subject matter. ANY REPRESENTATION, STATEMENTS, OR OTHER COMMUNICATIONS NOT WRITTEN IN THIS AGREEMENT, OR MADE IN ANY WRITING PURSUANT THERETO, ARE AGREED TO BE INVALID AND NOT RELIED ON BY EITHER PARTY AND SHALL NOT SURVIVE THE EXECUTION OF THIS AGREEMENT. Customer shall not assign this Agreement without the prior written consent of Company. Except as provided herein, this Agreement cannot be cancelled, terminated, or amended without written mutual consent of both parties. This Agreement shall be governed by the laws of the State in which performance of the Work takes place. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, or pursuant to any other agreement between the parties. Company and Customer intend and agree that if a court of competent jurisdiction determines that the scope of any provision of this Agreement is too broad to be enforced as written, the court should reform such provision(s) to such narrower scope as it determines to be enforceable, or if such provision cannot be reformed by the court, such provision shall be deemed separate and severable from the Agreement and the unenforceability of any such provision shall not invalidate or render unenforceable any of the remaining provisions of the Agreement.

18. Optional Maintenance Plan. Company may provide a maintenance plan for the Work to Customer, if elected by Customer, as more fully set forth on Exhibit A, attached hereto.

#### 19. Dispute Resolution

19.1. Mediation: All disputes or claims by and between Company and Customer arising out of or in connection with this Agreement shall be submitted to non-binding mediation, as a condition precedent, to the institution of arbitration. Mediation shall be initiated by making written demand on the other party to this Agreement. In the event the parties are unable to agree upon the selection of a mediator, the parties agree to submit and have the mediation administered by American Arbitration Association ("AAA"). The parties agree to share the cost and expense of mediation (including the mediator's fee) equally. The mediation shall be conducted in or near where the property is located unless otherwise

agreed to by the parties. Any settlement agreement entered by and between the parties in mediation shall be binding and enforceable against each party.

19.2. Arbitration: The parties irrevocably agree that any claim and/or dispute arising in connection with this Agreement shall be resolved by arbitration, the same to be administered by the AAA (Construction Industry Arbitration Rules). Judgment on the award rendered by the arbitrator(s) may be entered in any one or more courts having jurisdiction thereof, including, but not limited to, a court of appropriate jurisdiction located in the State and County where the Property is located, as well as a court of appropriate jurisdiction located in any State and County where the Client conducts business. The prevailing party in any dispute or controversy arising out of or in connection with this Service Agreement shall be entitled to recover its reasonable attorneys' fees and costs (including all taxable costs and expert witness fees). Notwithstanding anything contained herein, in addition to any remedies it may have, Company shall have the right to file for, establish and/or enforce a Mechanic's Lien at any time prior, during or after the conclusion of any arbitration proceedings and to stay the same during the pendency of the arbitration proceedings. The filing by Company to establish and enforce a Mechanic's Lien shall not be deemed to be a waiver of the right to arbitration. In addition to any other powers conferred pursuant to the rules, the arbitrator(s) shall have the power to determine the right to the establishment and enforcement of a Mechanic's Lien.

20. Execution and Authority: Customer represents and warrants to Company that Customer is not a party to any agreement that would prohibit Customer from entering into this Agreement. Customer hereby certifies that Customer is the owner of, or authorized by the owner of, the Property set forth above, and has all requisite power and authority to enter into this Agreement and authorize the performance of the Work herein and to bind the Customer and owner of the Property.

21. Right to Cancel. To the extent required by applicable laws, notice is hereby given that Customer has three days after the date of this Agreement to cancel this transaction by giving written notice to the Company. Customer acknowledges that the foregoing Agreement involves real property and therefore the cancellation pursuant to the Federal Trade Commission does not apply.

















TAMAYA



## EXHIBIT 10



From: [Pawel Szescio](#)  
To: [boardmember5@beachold.com](mailto:boardmember5@beachold.com)  
Subject: CCTV Upgrade Research

I enlisted the help of Microsoft Copilot AI to compile the results of my research into camera upgrades.

To future-proof the setup, we should prioritize **brand reliability, night vision capabilities, and AI detection features**.

It is not necessary to replace all cameras, only ones in priority areas to maximize visual coverage of key locations.

Here's the complete and updated comparison table of outdoor CCTV cameras from top brands, now including columns for **typical price range** and **average user review score** based on recent market data and verified sources.

Outdoor CCTV Cameras Without Subscription

Brand	Model	Resolution	Color Night Vision	Field of View	AI Features	Local Storage	No Fees	Dome Style	Vandal Resistant	Price Range (USD)	Avg. Review Score
Amcrest	IP5M-T1179EW-28MM	5MP	Yes (via spotlight)	103° diagonal	Motion Detection, Zones	microSD + Amcrest NVR		Yes	Yes	\$65–\$85	(4.3)
Amcrest	IP8M-2779EW-AI	4K Ultra HD	Yes (Enhanced IR)	105° diagonal	Human/Vehicle Detection	microSD + Amcrest NVR		No	Yes	\$95–\$120	(4.4)
Eufy	EufyCam 3	4K Ultra HD	Yes	135° diagonal	On-device AI (Face, Vehicle)	HomeBase 3 (up to 16TB)		No	Yes	\$470–\$550 (2-pack)	(4.5)
Lorex	E851AD	4K Ultra HD	Yes (Enhanced IR)	105° horizontal	Person Detection	microSD + Lorex NVR		Yes	Yes	\$130–\$160	(4.4)
Lorex	Fusion 4K NVR Kit	4K Ultra HD	Yes	105° horizontal	Person Detection (varies by cam)	Lorex NVR (HDD)		Yes	Yes	\$500–\$700 (kit)	(4.6)
Lorex	H30	12MP	Yes (Smart Lighting + IR)	139° diagonal	Person, Vehicle, Face, Animal, Package Detection	microSD + Lorex NVR		Yes	Yes	\$180–\$220	(4.7)
Reolink	ColorX CX820	4K Ultra HD	Yes (ColorX sensor)	105° horizontal	Person/Vehicle Detection	microSD + Reolink NVR		No	Yes	\$110–\$140	(4.6)
Reolink	RLC-1212A	12MP	Yes (via spotlight)	96° horizontal	Person, Vehicle, Animal Detection	microSD + Reolink NVR		No	Yes	\$95–\$120	(4.5)
TP-Link	Tapo C120	2K QHD	Yes	127° diagonal	Motion Zones, Smart Alerts	microSD		No	No	\$25–\$35	(4.6)
TP-Link	Tapo C560WS	2K QHD	Yes (Starlight sensor)	360° Pan/Tilt	Motion Zones, Smart Alerts	microSD		No	No	\$45–\$65	(4.5)
Ubiquiti	UniFi G4 Dome	4MP	Yes (via IR + LED)	86° horizontal	Smart Detection (via UniFi Protect)	UniFi NVR		Yes	Yes	\$180–\$220	(4.6)
ZOSI	C291	5MP	Yes (via spotlight)	90° horizontal	Motion Detection	microSD + ZOSI NVR		Yes	Yes	\$40–\$60	(4.3)
ZOSI	C306 5MP PoE Dome	5MP	Yes	90° horizontal	Motion Detection	ZOSI NVR (HDD)		Yes	Yes	\$55–\$75	(4.4)

Insights:

- **Best AI suite:** Lorex H30, EufyCam 3, Reolink CX820
- **Best dome-style picks:** Lorex H30, UniFi G4 Dome, Amcrest IP5M, ZOSI C306
- **Best value under \$100:** Reolink RLC-1212A, Amcrest IP5M, ZOSI C291

## EXHIBIT 11

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# 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.**

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**1. Vendor Company Name:**

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**2. Official Website:**

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

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

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

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

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**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:

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**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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### 8c. Ongoing Operational Expenses:

- Monthly/Annual cost of required software or subscriptions:

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- Monthly/Annual cost of monitoring services:

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### 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.**

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## EXHIBIT 12

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# Comprehensive Scope of Janitorial Services

## General Terms and Service Details

### 1. Commencement of Services

The performance of the scheduled services shall commence on the \_\_\_\_ day of \_\_\_\_\_, 2025.

### 2. Service Location

Tamaya Beach CDD  
12788 Meritage Blvd  
Jacksonville, Florida, 32246

### 3. Named Areas

The following areas are included under this Agreement (“Named Areas”):

- Entrance
- Hallway
- Gym
- Kitchen
- Restrooms (approx. 19 toilets, 6 urinals, 2 showers)
- Palm Court
- Pool Cabana
- Boardroom
- Management Office
- Banquet Hall

### 4. Service Schedule

- **From May 01 – Aug 31:** Five (5) days per week (Mon–Fri), between 10:00 PM and 6:00 AM.
- **From Sep 01 – April 30:** Three (3) days per week (Mon, Wed, Fri), between 10:00 PM and 6:00 AM.

### 5. Contractual Payment Amounts

Service Period	Frequency	Monthly Contract Amount
May 01 – Aug 31	5 days/week	\$(quote)
Sep 01 – Apr 30	3 days/week	\$(quote)

### 6. Consumables and Supplies

Contractor shall furnish all equipment, tools, and materials necessary to maintain the Named Areas in a neat, clean, and orderly condition, including:

- Trash liners, toilet tissue, paper towels, hand soap, urinal screens/blocks, sanitary bin liners.
- Cleaning chemicals: EPA-registered disinfectants, neutral floor cleaner, de-greaser, glass cleaner, deodorizer.
- Floor care equipment: vacuums, mops, buckets, auto-scrubbers, and carpet extractors as needed.

### 7. Quality Control and Reporting

- **Checklists:** Nightly and monthly checklists aligned with the Room-by-Room Cleaning Schedule.
- **Logbook:** Maintained onsite, recording date/time, areas completed, consumables replenished, and issues noted.
- **Inspections:** Monthly walk-through with amenity manager; corrective actions documented.
- **Special Requests:** Additional services beyond scope marked as “Extra” and quoted separately.

## 8. Post-Event Cleaning

- **Service Schedule:** Amenity manager may request a day shift in the weekly service schedule to accommodate events.

## 9. Add-On Janitorial Services (“Extra”)

- **Quoted Separately:** Floor stripping/waxing, carpet shampooing, exterior window cleaning, high dusting (beams, fixtures), restroom odor remediation, electrostatic disinfection spraying

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## Room-by-Room Cleaning Checklist

Area / Task	Regular Cleaning (Nightly Services)	Deep Cleaning (Monthly Services)
<b>ALL AREAS (Areas Below + Entrances, Hallways, Palm Court, Pool Cabana)</b>		
Baseboards/door frames	Dust	Wash
Blinds/locks/sills	Dust	Wash
Carpets	Vacuum	If needed, extraction & deodorize
Cobwebs	Removed	Removed
Doors	Wiped and Sanitized	Full inside/outside cleaning
Floors	Sweep. mop nightly (remove footprints)	If needed, machine scrub
Glass	Spot clean	Full inside/outside cleaning
Trash	Emptied, liners replaced	Emptied, sanitized bins
Vents (Height < 10 ft.)	Dust	Wash
Windows	Spot clean	Full inside/outside cleaning
<b>Kitchen</b>		
Appliances	Outside wiped	Inside & outside cleaned
Cabinets	Spot clean	Inside & outside cleaned
Microwave	Inside/outside cleaned	Deep scrub
Sink & countertops	Wiped and Sanitized	Degreased, sanitized & polished
Top of fridge	—	Dust/clean
<b>Bathrooms</b>		
Baby Changing Station	Clean & disinfect	Clean & disinfect
Cabinets	Spot clean	Inside & outside cleaned
Consumables	Refill soap, paper, tissue	Full restock & dispenser maintenance
Floors	Mop with disinfectant	Machine scrub & grout brightening
Mirrors & chrome	Wipe streak-free	Polish
Showers	Light scrub	Full scrub & grout cleaning
Sinks & countertops	Sanitized	Sanitized & polished
Toilets & urinals	Clean & disinfect	Deep descale, deodorize
Walls (non-tile)	Spot clean	Light wash & disinfect

Walls (tile)	Spot clean	Full scrub & grout cleaning
<b>Fitness Center / Gym</b>		
Equipment	Wipe & sanitize	Full sanitization (hospital-grade)
Floors	Spot clean, vacuum & deodorize	If needed, carpet extraction / machine scrub
Mirrors & chrome	Wipe streak-free	Polish
<b>Living/Meeting Areas (Boardroom, Mgmt Office, Banquet Hall)</b>		
Furniture (hard surface)	Wiped and Sanitized	Polish
Furniture (fabric)	Spot clean	Vacuum, clean & deodorize
Lamps & lampshades	Dust	Deep dust/polish

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**AGREEMENT BETWEEN BEACH COMMUNITY DEVELOPMENT DISTRICT AND  
QUALITY CLEANING BY VIKTORIIA, LLC REGARDING THE PROVISION OF  
JANITORIAL SERVICES**

**THIS AGREEMENT** (“**Agreement**”) is made and entered into this 28<sup>th</sup> day of January, 2025, by and between:

**BEACH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Duval County, Florida, and whose mailing address is 250 International Parkway, Suite 208, Lake Mary, Florida 32746 (“**District**”); and

**QUALITY CLEANING BY VIKTORIIA, LLC**, a Florida limited liability company, with a mailing address of 3083 Marbon Estates Ln S, Jacksonville, Florida 32223 (“**Contractor**”, together with District, “**Parties**”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the “**Act**”), by ordinance adopted by Duval County, Florida; and

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District has a need to retain an independent contractor to provide janitorial services for amenity facilities located within the District commonly referred to as the Entrance, Hallway, Gym, Kitchen, Restrooms, Palm Court, Pool Cabana, Boardroom, Management Office, and Banquet Hall; and

**WHEREAS**, Contractor submitted a proposal and represents that it is qualified to provide janitorial services and has agreed to provide to the District those services identified in **Exhibit A**, attached hereto and incorporated by reference herein (“**Services**”); and

**WHEREAS**, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.**

**A.** The District desires that the Contractor provide professional janitorial services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services identified in **Exhibit A**.

**B.** While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

**C.** The Contractor shall provide the Services as shown in **Section 3** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

**D.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

**SECTION 3. SCOPE OF JANITORIAL SERVICES.** The Contractor will provide janitorial services for amenity facilities located within the District amenity facilities located within the District commonly referred to as the Entrance, Hallway, Gym, Kitchen, Restrooms, Palm Court, Pool Cabana, Boardroom, Management Office, and Banquet Hall. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

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

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

**B.** The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

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

District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

- (1) The District hereby designates the District Manager to act as its representative.
- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

**D.** Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

#### **SECTION 5. COMPENSATION; TERM.**

**A.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor Two Thousand One Hundred Eighty-Four Dollars (\$2,184) per month from May 1 to August 31 and One Thousand Six Hundred and Eighty Dollars (\$1,680) per month from September 1 to April 30. Notwithstanding the reference to taxes on Exhibit A, the District shall have no obligation to pay taxes. The term of this Agreement shall be from March 1, 2025 through September 30, 2025 unless terminated earlier by either party in accordance with the provisions of this Agreement. The Agreement shall be automatically renewed for five (5), additional one (1) year terms, unless written notice is provided by either party thirty (30) days prior to the expiration of the Agreement.

**B.** If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

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

**D.** The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

## **SECTION 6. INSURANCE.**

**A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
  - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3)** Employer's Liability Coverage with limits of at least One Million Dollars (\$1,000,000) per accident or disease.
- (4)** To the extent Contractor uses a vehicle to provide any of the services, automobile Liability Insurance for bodily injuries in limits of not less than One Million Dollars (\$1,000,000) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

**C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the



Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

#### **SECTION 7. INDEMNIFICATION.**

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

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

**SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 10. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or

mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

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

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

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

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

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

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

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

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

**SECTION 19. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 20. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

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

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

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

**A. If to District:**

Beach Community Development District  
250 International Parkway, Suite 208  
Lake Mary, Florida 32746  
Attn: District Manager



**With a copy to:**

Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to the Contractor:**

Quality Cleaning by Viktoriia, LLC  
3083 Marbon Estates Lane S  
Jacksonville, Florida 32223  
Attn: Viktoriia Osypchuk

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

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

**SECTION 25. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Duval County, Florida.

**SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **David McInnes** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida*

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

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 321-263-0132, [HMAC@VESTAPROPERTYSERVICES.COM](mailto:HMAC@VESTAPROPERTYSERVICES.COM), AND 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.**

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

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

**SECTION 29. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

**SECTION 30. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief

that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

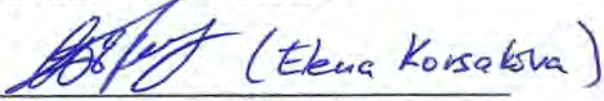
**SECTION 31. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 32. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.


[CONTINUED ON FOLLOWING PAGE]

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

**BEACH COMMUNITY  
DEVELOPMENT DISTRICT**

  
Chairperson, Board of Supervisors

**QUALITY CLEANING BY  
VIKTORIAA, LLC**

  
By: Viktoriia Osypchuk  
Its: Owner

**Exhibit A:** Description of Services



## Exhibit A:

### 1. PERFORMANCE OF SERVICES

- a. The performance of the scheduled services shall commence on the \_ day of \_\_, 2024.
- b. The services shall be provided at the following location: Tamaya Beach CDD, 12788 Meritage Blvd, Jacksonville, Florida, 32246.
- c. The premises included in the work area under this Agreement shall hereinafter be referred to as the "Named Areas," which include: Entrance, Hallway, Gym, Kitchen, Restrooms, Palm Court, Pool Cabana, Boardroom, Management Office, and Banquet Hall.
- d. Quality cleaning by Viktoriia LLC agrees to service the Named Areas according to the following schedule: From the 1st of \_\_\_\_\_ to the 30th of \_\_\_\_\_ — three (3) days per week (Monday, Wednesday, and Friday), between the hours of 10:00 PM and 6:00 AM.  
From the 1st of \_\_\_\_\_ to the 31st of \_\_\_\_\_ — five (5) days per week (Monday, Tuesday, Wednesday, Thursday, and Friday), between the hours of 10:00 PM and 6:00 AM.
- e. Quality cleaning by Viktoriia LLC agrees to furnish all equipment, tools, and materials necessary to maintain the Named Areas in a neat, clean, and orderly condition, as outlined in the attached Cleaning Schedule, which is an integral part of this Agreement.

FREQUENCY / DESCRIPTION	MONTHLY CONTRACT AMOUNT
From May 1st - August 31st: 5 days per Week: (Mon, Tue, Wed, Thur, Fri) between the hours of 10:00pm and 6:00am	2184.00 (plus tax)
From September 1st - April 30th 3 days per Week: (Mon, Wed, Fri) between the hours of 10:00pm and 6:00am	1680.00 (plus tax)

(SCOPE CONTINUED ON NEXT PAGE)

Comparative Room-by-Room Cleaning Checklist

Task	Regular Cleaning	Deep Cleaning	Move-Out Cleaning	Post-Construction Cleaning
<b>Kitchen</b>				
Top of fridge		✓	✓	✓
Stove, burners, and hood	✓	✓	✓	✓
Inside microwave	✓	✓	✓	✓
Inside and outside of all appliances	✓ (Outside only)	✓ (Outside only)	✓ (Inside and outside)	✓ (Inside and outside)
Sink and countertops	✓	✓	✓	✓
Cabinets cleaned	Local spots only	✓ (Outside only)	✓ (Inside and outside)	✓ (Inside and outside)
Cobwebs removed	✓	✓	✓	✓
Trash emptied and liners replaced	✓	✓	✓	✓
Floors vacuumed or mopped	✓	✓	✓	✓
Sills, locks, blinds dusted/washed	✓ (Dusting)	✓ (Washing)	✓ (Washing)	✓ (Washing)
<b>Bathrooms</b>				
Tub and shower tiles cleaned	✓	✓ (Deep clean)	✓ (Deep clean)	✓
Toilet cleaned inside and out	✓	✓ (Deep clean)	✓ (Deep clean)	✓
Sinks and countertops	✓	✓	✓	✓
Mirrors and chrome fixtures	✓	✓	✓	✓
Cabinets cleaned	Local spots only	✓ (Outside only)	✓ (Inside and outside)	✓ (Inside and outside)
Floors vacuumed or mopped	✓	✓	✓	✓
Trash emptied and liners replaced	✓	✓	✓	✓
<b>Living Areas</b>				
Furniture dusted/polished	✓	✓ (Polishing)	✓	
Carpets	✓ (Vacuum)	✓ (Vacuum)	✓ (Washing)	✓ (Vacuum)
Cobwebs removed	✓	✓	✓	✓
Baseboards and door frames dusted	✓ (Dusting)	✓ (Washing)	✓ (Washing)	✓ (Washing)
Lamps and lampshades dusted	✓ (Dusted)	✓ (Dusted)	✓	
Windows cleaned	✓	✓ (Inside only)	✓ (Inside and outside)	✓ (Inside and outside)
<b>Other Areas</b>				
Entry door windows cleaned	✓	✓	✓	✓
Trash emptied and liners replaced	✓	✓	✓	✓
Special requests/notes	Extra	Extra	Extra	Extra



# Signature Certificate

Reference number: T4OOX-JMNZP-NX985-2JJ9Q

## Signer

**Viktoriia Osypchuk**

Email: qualitycleaning@petrovich.io

Sent:

Signed:

## Timestamp

21 Jan 2025 18:34:35 UTC

21 Jan 2025 18:34:35 UTC

## Signature



IP address: 73.148.203.39

Location: Saint Augustine, United States

Document completed by all parties on:

21 Jan 2025 18:34:35 UTC

Page 1 of 1



**Signed with PandaDoc**

PandaDoc is a document workflow and certified eSignature solution trusted by 50,000+ companies worldwide.





**ANTI-HUMAN TRAFFICKING AFFIDAVIT**  
**(SECTION 787.06, FLORIDA STATUTES)**

1. I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with **QUALITY CLEANING BY VIKTORIIA, LLC** (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. The Nongovernmental Entity does not use coercion for labor or services as defined in section 787.06, *Florida Statutes*.
4. This declaration is made pursuant to section 92.525(1)(c), *Florida Statutes*. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

**FURTHER AFFIANT SAYETH NOT.**

\_\_\_\_\_, 20\_\_\_\_

*Viktoriiia Osypchuk*

Printed Name: **Viktorlia Osypchuk**

Company Name **QUALITY CLEANING BY VIKTORIIA, LLC**

Title: **Owner**

# Signature Certificate

Reference number: T4OOX-JMNZP-NX985-2JJ9Q

## Signer

**Viktoriia Osypchuk**

Email: qualitycleaning@petrovich.io

Sent:

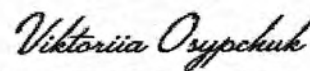
Signed:

## Timestamp

21 Jan 2025 18:34:35 UTC

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Page 1 of 1



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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/28/2025

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> Insurance Planet, LLC 7999 Philips Hwy #209 Jacksonville, FL 32256	<b>CONTACT NAME:</b> Vladimir Tesler <b>PHONE (A/C, No, Ext):</b> 904-990-7797 <b>E-MAIL ADDRESS:</b> insuranceplanetfl@gmail.com \ insuranceplanetusa@gmail.com <b>FAX (A/C, No):</b> 844-377-1149																					
<b>INSURED</b> QUALITY CLEANING BY VIKTORIIA LLC 8213 Dickie Dr Jacksonville, FL 32216-5419	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Clear Spring Property and Casualty Company</td><td>15563</td></tr><tr><td>INSURER B:</td><td>USLI</td><td>25895</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Clear Spring Property and Casualty Company	15563	INSURER B:	USLI	25895	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																						
INSURER E:																						
INSURER F:																						

**COVERAGES**      **CERTIFICATE NUMBER:**      **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
A	<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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	CCG-00110150-01	10/06/2024	10/06/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	<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 Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Employee liability insurance			EPL025J2017	01/28/2025	01/28/2026	Each Occ/Aggregate 1,000,000

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

<b>CERTIFICATE HOLDER</b> BEACH COMMUNITY DEVELOPMENT DISTRICT 250 International Parkway, Suite 208 Lake Mary, Florida 32746	<b>CANCELLATION</b> 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 <i>Vladimir Tesler</i>
---	--

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## 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

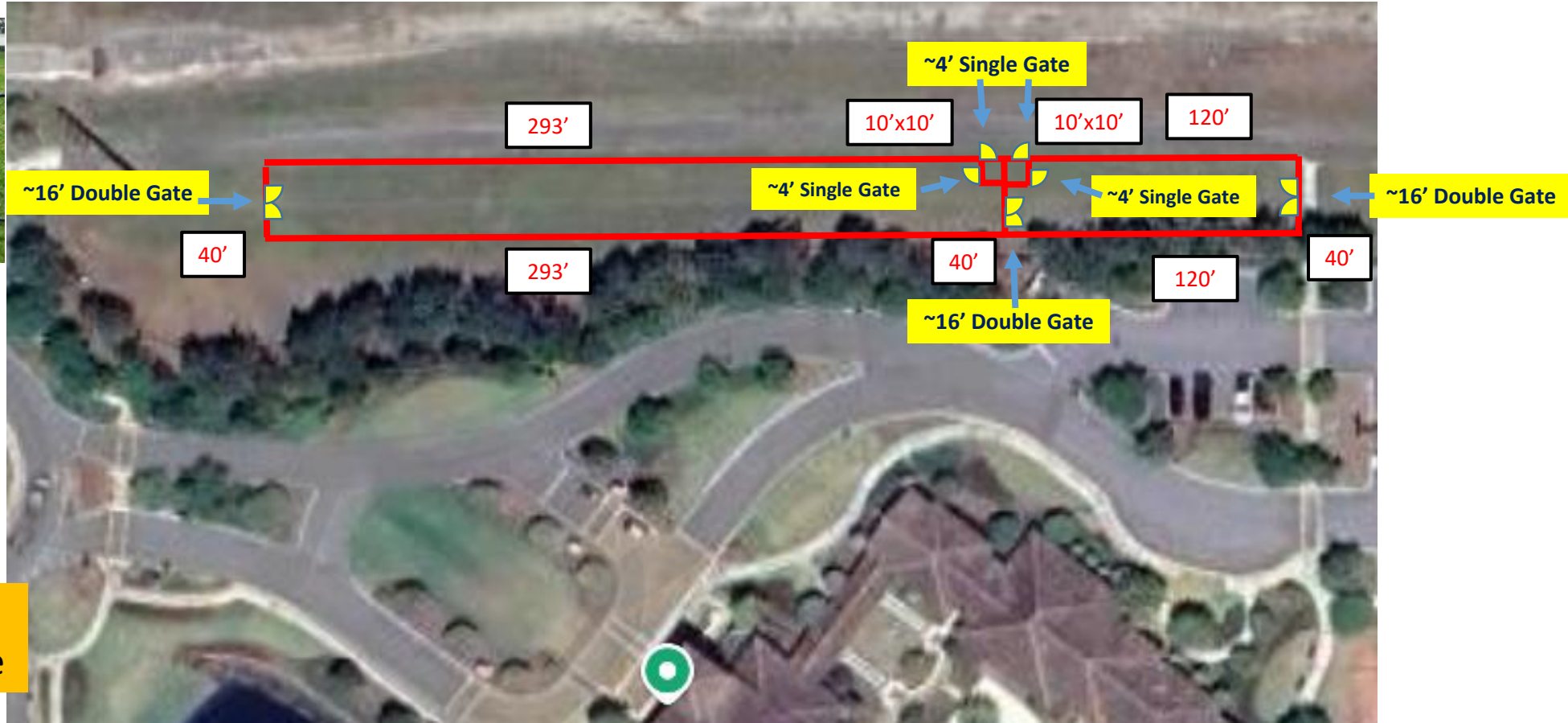
Tamaya Community  
12788 Meritage Blvd.  
Jacksonville, FL 32246  
904-504-1121  
[lcooney2009@gmail.com](mailto:lcooney2009@gmail.com)



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:**

Description
Ammonium Sulfate

**Total price\* :                      \$5,850 \_\_\_\_\_ Initial**

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

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

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

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

**Additional watering:** YES \_\_\_\_\_ NO \_\_\_\_\_

### **Terms and Conditions**

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

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

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

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

**Acceptance of Proposal:**

**Ron Zastrocky**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Ruppert Landscape, Inc.**

**Kyle Carasea**

**813-293-0587 cell**

**kcarasea@ruppertcompanies.com**

Date: \_\_\_\_\_

## EXHIBIT 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



## EXHIBIT 16

Proposed hours for Amenity Center:

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

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

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

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

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

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

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

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

**POSTED CLUBHOUSE HOURS:**

Monday: 9am-6pm

Tuesday: 9am-6pm

Wednesday: 9am-6pm

Thursday: 9am-6pm

Friday: 9am-6pm

Saturday: 9am-6pm

Sunday: 12pm-6pm

Appointments Available Before/After Posted Office Hours: (this creates a Boutique feeling for Tamaya residents)

Oliver OFF: Sunday & Monday

Kaylie OFF: Tuesday/Wednesday

**Kaylee Hours:**

Monday- 9am-6pm

Tuesday- OFF

Wednesday- OFF

Thursday- 12pm-6pm

Friday- 9pm-2pm

Saturday- 9pm-2pm

Sunday: 12pm-6pm

**Oliver Hours:**

OFF

9am-6pm

9am-6pm

9am-2pm

12pm-6pm

12pm-6pm

OFF

If there is an upcoming event, Oliver & Kaylee can flex their hours.