



# BEACH COMMUNITY DEVELOPMENT DISTRICT

*Advanced Meeting Package*

*Regular Meeting*

*Monday  
February 9, 2026  
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 Regular Meeting of the Board of Supervisors of the Beach Community Development District is scheduled for **Monday, February 9, 2026, 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: Monday, February 9, 2026 Call-in Number: +1 (929) 205-6099  
Time: 6:00 PM Meeting ID: 705 571 4830#  
Location: 12788 Meritage Blvd., (Listen Only)  
Jacksonville, FL 32246

## *Revised Agenda*

- I. Roll Call**
- II. Pledge of Allegiance**
- III. Audience Comments – (limited to 3 minutes per individual for agenda items)**
- IV. Presentation of Proof of Publication(s)** [Exhibit 1](#)  
[Pg. 6](#)
- V. Vendor Reports – Questions from Board Members Only**
  - A. Ruppert Landscape LLC/Tree Amigos Outdoor Services
  - B. **The Greenery, Inc. – Client Communication Report** [Exhibit 2](#)  
[Pgs. 9-32](#)
  - C. Vesta Property Services
    - 1. Lifestyle Management Report
    - 2. Field Management Report[Exhibit 3](#)  
[Pgs. 34-40](#)  
[Exhibit 4](#)  
[Pgs. 42-46](#)
- VI. Staff Reports – Questions from Board Members Only**
  - A. District Counsel
  - B. District Engineer
  - C. District Manager
    - 1. Resident(s) Subject to Disciplinary Action
    - 2. Complaint & Incident Management Tracker
    - 3. **Action Item Report** [Exhibit 5](#)  
[Pgs. 48-51](#)  
[Exhibit 6](#)  
[Pgs. 53-59](#)
    - 4. **Meeting Matrix**
- VII. Consent Agenda**
  - A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held on January 12, 2026 [Exhibit 7](#)  
[Pgs. 61-66](#)
  - B. **Consideration for Approval – The Minutes of the Board of Supervisors Workshop Held on February 5, 2026** [Exhibit 8](#)  
[Pgs. 68-71](#)
  - C. Ratification of Tekwave Solutions LLC – Purchase of Scanner for Guard House - \$1,650.00 [Exhibit 9](#)  
[Pg. 73](#)

## VII. Consent Agenda – continued

- D. Approval of the Painting of Tamaya Hall Interior Proposal--360 Painting - \$2,993.90 (CIP-Future Year; Line 8; CRF--from the 2/5/2026 workshop) [Exhibit 10](#)  
Pgs. 75-77
- E. Approval of the Fitness Room Drinking Fountain Proposal-- Ideal Conditions Heating & Air Conditioning, Inc. - \$4,525.00 (Contingency; Line 9; CRF--from the 2/5/2026 workshop) [Exhibit 11](#)  
Pg. 79
- F. Approval of the Preventative Maintenance on AC Units Proposal-- Buehler AC & Plumbing - \$1,794.00 (Community and Amenity Repairs; Line 38; GF--from the 2/5/2026 workshop) [Exhibit 12](#)  
Pgs. 81-82
- G. Approval of the Exterior Window Cleaning for Tamaya Hall & Palm Court Proposal-- Squeegee Squad - \$2,000.00 (Community and Amenity Repairs; Line 38; GF--from the 2/5/2026 workshop) [Exhibit 13](#)  
Pgs. 84-85
- H. Approval of the Purchase of an Ice Machine Not to Exceed \$2000.00 (Contingency; Line 9; CRF--from the 2/5/2026 workshop)
- I. Approval to Begin Landscape Maintenance Contract with The Greenery, Inc. on 4/1/2026 (from the 2/5/2026 workshop)
- J. Approval for Purchase of Tamaya Hall Furniture & Disposal of Current Furniture at Annual Garage Sale --\$18,500 (CIP-Future Year; Line 8; CRF--from the 2/5/2026 workshop)

## VIII. Business Items

- A. Consideration & Approval of Terminating Landscape Maintenance Contract with Tree Amigos/Ruppert on 3/31/2026 (from the 2/5/2026 workshop) [Exhibit 14](#)  
Pgs. 87-127
- B. Approval to Amend Current Agreement with Vlademyros Mavropoulos-Stoliarenko to Apply to Residents Only Effective 4/1/2026 (from the 2/5/2026 workshop) [Exhibit 15](#)  
Pgs. 129-137
- C. Consideration & Approval of Accepting Parcels from Tamaya Loan Acquisition LLC via Special Warranty Deeds [Exhibit 16](#)
  - 1. Parcel #4 [Exhibit 16A](#)  
Pgs. 140-144
  - 2. Parcel #6 [Exhibit 16B](#)  
Pgs. 146-155
  - 3. Parcel #7 [Exhibit 16C](#)  
Pgs. 157-160

## IX. Discussion Topics

- A. Selection of Gate Access Control Services Vendors

**X. Supervisors' Requests**

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

**XII. Action Items Summary**

**XIII. Meeting Matrix Summary**

**XIV. Next Workshop Confirmation or Cancellation: March 5 at 6:00PM**

**XV. Next Meeting Quorum Check: March 16 at 6:00 PM**

Todd Caprita	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> No
Walter Repak	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> No
Karen Young	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> No
Pawel Szeszko	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> No
James Kendig	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> REMOTE	<input type="checkbox"/> No

**XVI. Adjournment**

# EXHIBIT 1

**BEACH COMMUNITY  
DEVELOPMENT DISTRICT  
NOTICE OF BOARD  
OF SUPERVISORS  
REGULAR MEETING**

Notice is hereby given that a regular meeting of the Board of Supervisors of the Beach Community Development District (the “**District**”) will be held on Monday, February 9, 2026, at 6:00 p.m. at 12788 Meritage Blvd. Jacksonville, FL 32246. The purpose of the meeting is to discuss any topics presented to the board for consideration.

Copies of the agenda may be obtained from the District Manager, Vesta District Services, 250 International Parkway, Suite 208, Lake Mary, Florida 32746, Telephone (321) 263-0132, Ext. 193.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The meeting may be continued in progress without additional notice to a date, time, and place to be specified on the record at the meeting. There may be occasions when Staff and/or Supervisors may participate by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the meeting is asked to advise the District Manager’s office at least forty-eight (48) hours before the meeting by contacting the District Manager at (321) 263-0132, Ext. 193. If you are hearing or speech impaired, please contact the Florida Relay Service at 711, for assistance in contacting the District Manager’s office.

A person who decides to appeal any decision made at the meeting, with respect to any matter considered at the meeting, is advised that a record of the proceedings is needed and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

**Beach Community  
Development District**  
David McInnes, District Manager  
(321) 263-0132, Ext. 193  
Jan. 29 00 (26-00596D)

## EXHIBIT 2

**Dear Tamaya,**

As part of our ongoing commitment to providing exceptional landscape maintenance services, I am pleased to provide our latest Client Communication Report. During my recent visit to your property, I was able to assess the following areas of recent accomplishment on your property.

In this report, you will find a high-level overview of our recent accomplishments on your property, including the completion of specific projects and any notable highlights that showcase the beauty and health of your landscape. We also provide insights into ongoing tasks, giving you a clear picture of our continuous efforts to maintain and enhance your outdoor spaces.

Moreover, we have identified several opportunities that could further elevate the aesthetic and functional value of your property. These suggestions are carefully curated based on our expert assessment and your unique landscape needs, aiming to deliver the best possible outcomes for your environment.

As your trusted advisor, my goal is to ensure transparent and effective communication, offering you peace of mind that your landscape is in capable hands. Should you have any questions or wish to discuss any aspect of the report, please do not hesitate to reach out to me directly.

Thank you for your continued trust in our services. We look forward to working together to create and maintain a landscape that exceeds your expectations.

Warm regards,  
William Allen Flannery, CRM



## Client Communication Report

Tamaya

Reported On:  
**February 04, 2026**

Report By:  
**William Allen Flannery**

Property Size:  
**70.77 Acres**

Property Name:  
**Beach CDD (Tamaya)**

## Client Communication Report

### RECOMMENDATIONS FOR PROPERTY ENHANCEMENTS

1. We've been exploring ways to create an even stronger, more inviting statement at the front entrance gate area of the community—and we've developed what we believe is a really good idea to enhance this key space. The entrance gate is the very first impression everyone experiences: homeowners returning home, guests arriving for events, and constituents visiting the clubhouse or amenities. A refreshed, thoughtfully designed entrance can deliver that warm, welcoming feeling right from the start—boosting community pride, improving curb appeal, and signaling the care and attention to detail that define your neighborhood. We feel this is a much-needed upgrade that will provide lasting impact: a more polished, vibrant, and hospitable gateway that makes everyone feel instantly at home and impressed. The best part? We can definitely apply the \$10,000 Enhancement credit toward this project, making it an even more cost-effective opportunity to achieve meaningful improvements without straining the budget. This credit is a fantastic resource for exactly these kinds of value-adding enhancements, and it aligns perfectly with our vision for a welcoming beautiful entrance.

### NOTES TO OWNER/CLIENT

1. We wanted to take a moment to share a bit about our philosophy and maintenance approach for the ornamental grasses in your landscape. You may be more accustomed to seeing grasses cut back heavily each year or shaped into tight, formal mounds. However, our method is intentionally different—and we believe it's better for both the health of the plants and the overall aesthetic of your garden. We allow the grasses to develop and maintain their natural, graceful form. This means we avoid aggressive shearing or cutting them back to the ground annually. Instead, we periodically "skirt" the plants by selectively removing only the older, spent, or untidy foliage and stems around the outer edges and base. This light, targeted grooming keeps the clumps looking tidy and prevents a buildup of dead material while preserving the plant's inherent architecture, movement, and seasonal interest. Why we prefer this method: • It promotes healthier plants by reducing stress and allowing the grasses to photosynthesize more effectively throughout the seasons. • It enhances natural beauty—the flowing, organic shapes and textures that ornamental grasses are known for, including their winter structure and wildlife benefits. • It's lower maintenance in the long run, aligning with sustainable practices and reducing the need for drastic interventions. We'll monitor the grasses closely and perform skirting as needed (typically once or twice a year, depending on the variety and growth), always with an eye toward keeping everything looking its best while staying true to their natural habits.

2. As part of our ongoing commitment to the health and long-term beauty of your landscape, we'd like to share a couple of specific tasks and recommendations related to your trees. Removal of Outdated Tree Straps One routine item our production team will handle is the careful removal of any tree straps (or ties) that are no longer needed. These are often installed during planting to provide temporary support while roots establish. Once the tree is stable and self-supporting, leaving straps in place can restrict natural trunk movement (which helps build strength) or even girdle the bark as the tree grows. Removing them promptly promotes healthier development and prevents potential long-term damage. We'll inspect each tree and remove only those that have served their purpose. Recommendation for Oak Tree Evaluation During our recent visits, we've noticed that some of your oak trees appear to be showing signs of stress or declining health (such as thinning canopy, unusual leaf discoloration, wilting, or other indicators common in Florida oaks). To ensure we address any underlying issues early—whether related to disease, pests, soil conditions, or other factors—we strongly recommend having these trees evaluated by a certified arborist. An expert assessment can provide a clear diagnosis, treatment options if needed, and peace of mind for the future vitality of your landscape.

3. At The Greenery, we believe the entrance to your property sets the tone for every visitor, resident, or constituent who arrives. A fresh, well-maintained layer of mulch in these high-visibility areas plays a key role in creating that warm, welcoming, and polished first impression. Fresh mulch instantly refreshes garden beds, provides clean definition around plants and pathways, and delivers a vibrant, cared-for look that signals attention to detail. Beyond aesthetics, it supports plant health by retaining moisture, suppressing weeds, moderating soil temperatures, and protecting roots—benefits that are especially valuable in Orlando's warm, humid climate. To help maintain this inviting appearance year-round, we'd like to explore options with you that allow us to keep at least the entrance areas (and any other priority zones you identify) in top shape.

4. During our recent site visit, we closely inspected your tall Cypress trees and noticed signs that suggest a possible infestation of spider mites. These tiny pests (related to spiders, not insects) are common on cypress varieties in our climate, especially during periods of heat and stress. They feed by piercing the needles and sucking out plant sap, which can lead to stippling (tiny yellow or bronze spots), a dull or bronzed appearance to the foliage, needle discoloration, fine webbing in severe cases, and gradual thinning or browning if left unchecked. As your trusted landscape partner, we prioritize the long-term health and vibrancy of your property's plants. To address this early and protect the trees from further damage, we recommend applying a targeted insecticide treatment (such as a miticide or horticultural oil/insecticidal soap formulation appropriate for cypress). This proactive step can effectively control the population, minimize stress on the trees, and help restore their natural lush appearance. We'll use products and methods that align with best practices for safety, efficacy, and environmental responsibility.

5. We've observed clear signs of frost damage on your Tinder plants. This typically appears as browned, wilted, or crispy leaves and stems—common after temperatures dip low enough to form ice crystals in tender plant tissues. While it's natural to want to tidy things up by removing the damaged parts right away, our recommended approach is to leave the frost-damaged foliage and stems attached for now. Resist the urge to prune at this time. Here's why this is the safer, more effective method:

- The dead or damaged material acts as a natural insulator, protecting the underlying live tissue (including buds, stems, and roots) from any additional cold stress if we see more chilly nights.
- Pruning too early can stimulate new tender growth, which is highly vulnerable to future frosts and could set the plant back further or even cause greater loss.
- Waiting allows the full extent of the damage to become visible. In spring, once warmer weather arrives and new growth emerges, we'll be able to clearly see what's alive and make precise, safe cutbacks—removing only the truly dead portions without risking healthy tissue. This patient strategy gives your Tinder plants the best chance to recover fully and bounce back strong.

6. During our recent maintenance visits to the clubhouse property, we've closely evaluated the shrubs in the parking lot area. Unfortunately, several of these shrubs are showing clear signs of complete failure or advanced age-related decline. Issues include extensive dieback, sparse foliage, root problems, or overall poor vigor that make meaningful recovery unlikely—even with intensive care. In our professional assessment, the most effective and sustainable solution is to remove the affected shrubs and replace them with healthy, appropriate new plantings. This approach will:

- Restore a polished, welcoming appearance to this high-visibility entrance and parking area, enhancing first impressions for residents, guests, and visitors.

- Improve overall site safety and functionality (e.g., better sight lines, reduced trip hazards from dead branches).
- Prevent further decline that could spread to nearby plants or increase long-term maintenance costs.
- Allow us to select more resilient, varieties suited to the location's sun exposure, soil conditions, irrigation, and traffic—ensuring better performance and lower future replacement needs. We'd love the opportunity to discuss this with you in more detail.

## 1. RECOMMENDATIONS FOR PROPERTY ENHANCEMENT

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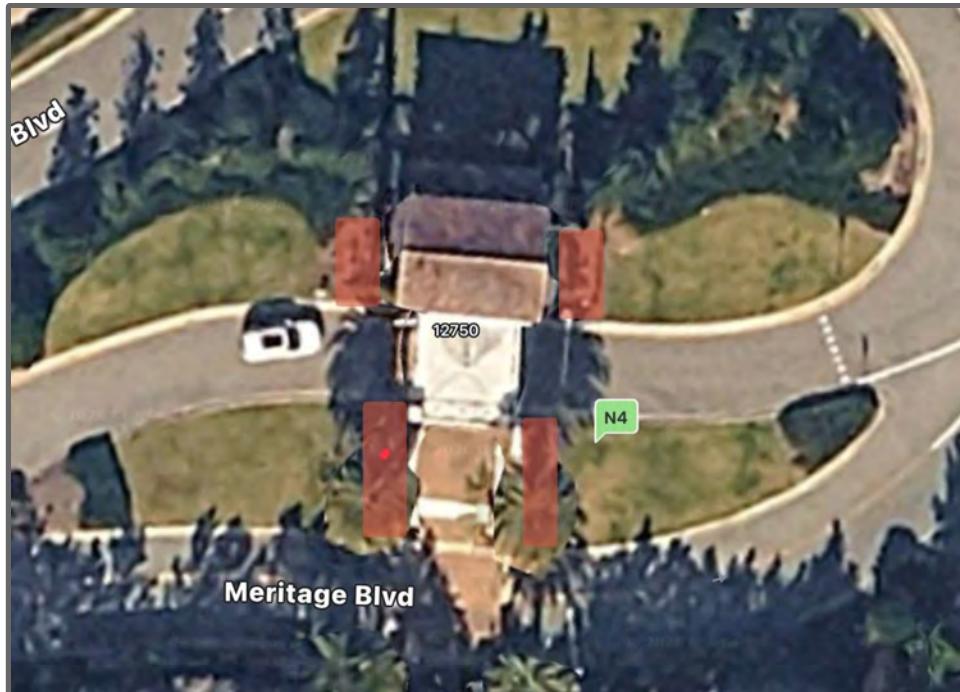
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[Note Attachments](#)









## 1. NOTES TO OWNER/CLIENT

Created On February 03, 2026 by William Allen Flannery  Created On Site

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[Note Attachments](#)





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### Removal of Outdated Tree Straps

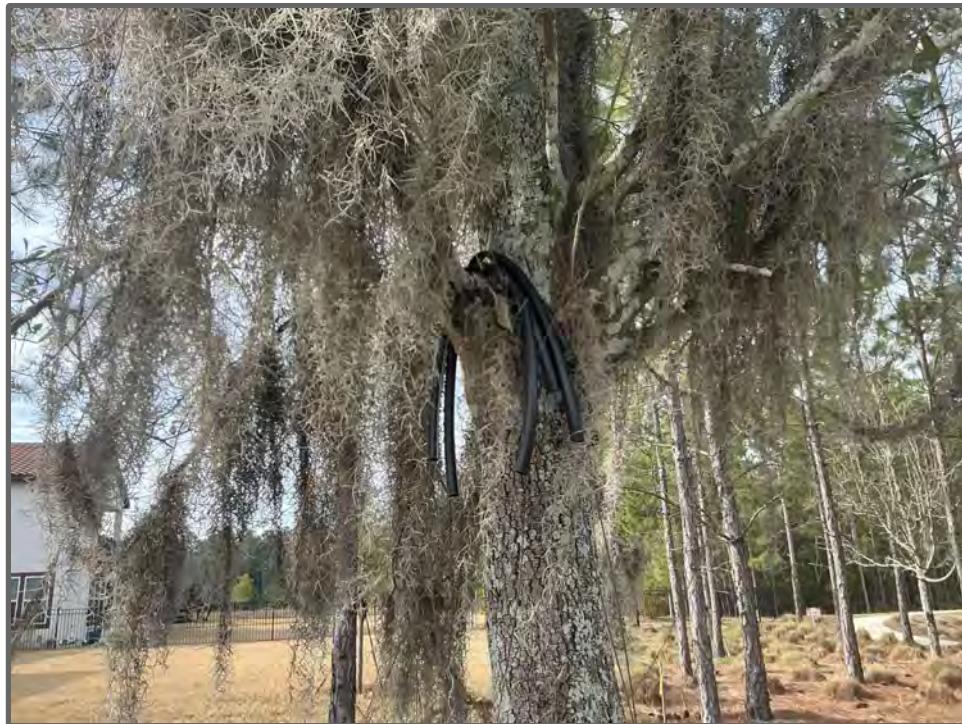
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Note Attachments





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## 5. NOTES TO OWNER/CLIENT

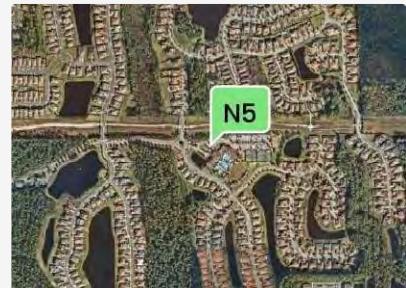
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Note Attachments



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- Allow us to select more resilient, varieties suited to the location's sun exposure, soil conditions, irrigation, and traffic—ensuring better performance and lower future replacement needs.

We'd love the opportunity to discuss this with you in more detail.



[Note Attachments](#)



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Enhancing People's Lives Through Beautiful Landscapes

## EXHIBIT 3



**TAMAYA**  
BETWEEN THE CITY AND THE SEA

# Amenity Manager's Report



Prepared For

**BEACH CDD**

for the month of  
**February 2026**

**Submitted by Oliver Ingram**

# SOCIAL CLUBS & PROGRAMMING

## Social Clubs

If you are interested in starting a new social club, please stop by or contact the office for more information.

- Bunco
- Chapter Chatters
- Tamaya Travel Social club

## Programming

- Emma Bolyard has concluded her Water Aerobics classes for the season and will resume her fitness classes in January. Please keep an eye out for an email or check the upcoming newsletter for more details about her class schedule and offerings. If you have any questions in the meantime, you can contact Emma directly at [bolyardpmp@gmail.com](mailto:bolyardpmp@gmail.com).
- Zumba with Tangie B- every Thursday 6:30-7:30 PM in the group fitness room
- Starting in February, Basima Salameh's Anti-Stress Yoga and Chair Yoga classes will no longer be held at Tamaya's Amenity Center in the group fitness room. She will continue offering her classes from her home, and residents may contact her directly to inquire about scheduling and availability at (716) 479-1744.

# COMMUNITY CLUBS AND SOCIAL GROUPS

Residents may form clubs and social groups around similar interests and will get access to the amenities for no charge according to a schedule that is agreed upon with management.

For more information on all the active clubs and social groups in Tamaya, please contact Oliver at [oingram@vesatapropertyservices.com](mailto:oingram@vesatapropertyservices.com) and visit [TamayaAmenities.com](http://TamayaAmenities.com) for the application form.

Please note: Clubs are created and operated by residents of Tamaya and NOT by the Beach CDD, which does not endorse or express an opinion on any Club or Social Group or on any of their activities or publications.

No Tamaya Club or Social Group is considered a program of the Beach CDD in anyway whatsoever.



Social Group: Lunch Bunch

Chili's

Tuesday, February 10th

11:30 AM – 1:30 PM

[SIGN UP HERE](#)

Please contact Paula Rodriguez

for more information at:

[ppesci@racsystems.com](mailto:ppesci@racsystems.com)



Social Group: Chapter

Chatters

Last Tuesday of every month

Tamaya Hall

6:30 PM

Please contact Becky Farinella

for more info and schedule at:

[fourfarinellas@comcast.net](mailto:fourfarinellas@comcast.net)



Social Group: Bunco

Last Monday of every month

Tamaya Hall

7:00 PM

Please contact Karen Young for

more information

and schedule at:

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

# EVENTS & PROGRAMS



Come join the party!

Thursday's  
6:30 PM - 7:30 PM  
Group Fitness room  
\$8 per class per participant.

Zumba is a total body workout, combining all elements of fitness to include cardio, muscle conditioning, balance, flexibility, and boosted energy to the rhythmic tunes of Latin and international rhythms. It is uniquely designed to suit all fitness levels, but participants are encouraged to modify to fit their own personal needs.

Get ready for an EXHILARATING EXPERIENCE!

A minimum of 5 people must sign up to hold the class.

Text (352) 215-1801 to sign up for each class held on Thursdays

# YEAR AT A GLANCE 2026

\*Events subject to change due to weather or other circumstances beyond our control\*

We welcome your feedback and any recommendations for new events you'd like to see in the future.

## February Events:

- 2/06/26 Moonshine Happy Hour
- 2/08/26 Storytime & Craft Hour
- 2/9/26 CDD Board Meeting
- 2/14/26 Mardi Gras Seafood
- 2/28/25 Movie Night

## April Events:

- 4/10/26 Tamaya Happy Hour
- 4/11/26 Spring Garage Sale
- 4/12/26 Story Time
- 4/17/26 Trivia Night
- 4/25/26 Goat Yoga

## June Events:

- 6/05/26 Happy Hour
- 6/13/26 Clark's Critter Show
- 6/14/26 Storytime
- 6/15/26 CDD Board Meeting
- 6/27/26 Dueling Pianos

## August Events:

- 8/07/26 Happy Hour
- 8/09/26 Storytime & Craft Hour
- 8/15/26 Potluck
- 8/17/26 CDD Board Meeting
- 8/21/26 Trivia Night

## March Events:

- 3/06/26 St. Happy Days Happy Hour
- 3/08/26 Storytime & Craft Hour
- 3/13/26 Teen Night
- 3/14/26 Spring Potluck
- 3/16/26 CDD Board Meeting
- 3/28/26 Easter Event

## May Events:

- 5/02/26 Kentucky Derby
- 5/08/26 Cinco de Mayo
- 5/17/26 Storytime
- 5/18/26 CDD Board Meeting
- 5/23/26 Splash Bash

## July Events:

- 7/03/26 Happy Hour
- 7/12/26 Storytime & Craft Hour
- 7/18/26 Hawaiian Luau
- 7/20/26 CDD Board Meeting

## September Events:

- 9/05/26 Labor Day Pool Party
- 9/13/26 Storytime & Craft Hour
- 9/21/26 CDD Board Meeting
- 9/26/26 Casino Night

## Manager's Notes:

- This is a reminder that if the tennis instructor, Vlad, is holding a camp or clinic and using all four courts, please ask him to relinquish one court for resident use if he has not already done so, as resident use of the tennis courts is always the top priority.
- We are currently experiencing very cold weather, and we would like to remind residents that these conditions can impact plants and lawns. It is recommended that you cover any plants that are not acclimated to colder temperatures and avoid watering your lawn during freezing conditions, as this may cause additional damage and could result in the need for replacement in the spring. Thank you for helping protect your landscaping during this cold weather.
- We have been receiving many questions regarding HOA matters, and while we are always happy to help when possible, please note that Leland Management is responsible for all HOA-related issues such as exterior changes to your home or landscaping. We do not have access to HOA fees or information regarding violations associated with your home. For assistance with these matters, please contact the HOA manager, Carla Masters, at (904) 420-20175 or via email at [cmasters@lelandmanagement.com](mailto:cmasters@lelandmanagement.com).
- Please do not attempt to outrun the gate arm at the resident entry lane. We recently had a truck hit the gate arm and leave without notifying anyone. Subsequently, other vehicles ran over it, causing additional damage to the gate arm, rendering it irreparable. The CDD had to purchase a replacement, which cost \$800. If you accidentally hit the gate arm, please notify our staff so it can be repaired or repositioned before a replacement is needed. Thank you for your cooperation!.
- We are always open to new ideas for events. If you have a recommendation, please contact Kaylie "Assistant manager" by emailing her at: [kfitzhugh@vestapropertyservices.com](mailto:kfitzhugh@vestapropertyservices.com)
- Fitness center policies and etiquette: please do not sit on equipment to browse the internet, watch videos, listen to audio, or text; be sure to wipe down all fitness equipment with the provided disinfectants after each use; and do not move any heavy pieces of gym equipment without prior consent from management.

# YTD Special Events Budget

FY Month	Event	type	BUDGET			ACTUAL				VARIANCE			
			net cost	attend	cost per person	actual cost	Sponsors / total fee collect	net cost	attend	cost per person	net cost	attend	cost per person
02 - Oct	Halloween Happy Hour	adult	\$ 1,500	65	\$ 23	\$ 1,345	\$0	\$1,345	45	\$ 30	\$ 155	-20	\$ (7)
12 - Oct	Spooky Storytime	family	\$ 150	34	\$ 4	\$ 133	\$0	\$133	39	\$ 3	\$ 17	5	\$ 1
19 - Oct	Toy Story Halloween	family	\$ 3,500	212	\$ 17	\$ 3,529	\$0	\$3,529	180	\$ 20	\$ (29)	-32	\$ (3)
08 - Nov	Veterans Night Out	adult	\$ 1,000	39	\$ 26	\$ 1,100	\$0	\$1,100	32	\$ 34	\$ (100)	-7	\$ (9)
09 - Nov	Nov Storytime	family	\$ 150	23	\$ 7	\$ 180	\$0	\$180	15	\$ 12	\$ (30)	-8	\$ (5)
11 - Nov	Community of Heros	family	\$ 500	53	\$ 9	\$ 725	\$0	\$725	75	\$ 10	\$ (225)	22	\$ (0)
14 - Nov	Friendsgiving Happy Hour	adult	\$ 500	101	\$ 5	\$ 250	\$0	\$250	85	\$ 3	\$ 250	-16	\$ 2
21 - Nov	Chilli Cook-Off	family	\$ 200	58	\$ 3	\$ 52	\$0	\$52	60	\$ 1	\$ 148	2	\$ 3
05 - Dec	White Elephant Event	adult	\$ 200	40	\$ 5	\$ 168	\$0	\$168	39	\$ 4	\$ 32	-1	\$ 1
13 - Dec	Holly Jolly Christmas	family	\$ 3,000	350	\$ 9	\$ 3,185	\$250	\$2,935	350	\$ 8	\$ 65	0	\$ 0
19 - Dec	Tamaya Community	adult	\$ 3,000	213	\$ 14	\$ -	\$9,000	-\$9,000	180	\$ (50)	\$ 12,000	-33	\$ 64
20 - Dec	Christmas Storytime	family	\$ 150	24	\$ 6	\$ 110	\$0	\$110	24	\$ 5	\$ 40	0	\$ 2
09 - Jan	New Years Happy Hour	adult	\$ 1,600	83	\$ 19	\$ 1,619	\$0	\$1,619	73	\$ 22	\$ (19)	-10	\$ (3)
11 - Jan	Storytime	family	\$ 150	21	\$ 7	\$ 76	\$0	\$76	21	\$ 4	\$ 74	0	\$ 4
23 - Jan	Trivia Night	family	\$ 500	74	\$ 7	\$ 220	\$0	\$220	64	\$ 3	\$ 280	-10	\$ 3
			\$ 16,100	1,390	\$ 12	\$ 12,692	\$ 9,250	\$3,442	1,282	\$ 3	\$ 12,658	-108	\$ 9

BUDGET			ACTUAL					VARIANCE		
cost	attend	cost per person	actual cost	total fee collect	net cost	attend	cost per person	net cost	attend	per person
family \$ 8,300	849	\$ 10	\$ 8,210	\$ 250	\$7,960	828	\$ 10	\$ 90	-21	\$ 0
adults \$ 7,800	541	\$ 14	\$ 4,482	\$ 9,000	-\$4,518	454	\$ (10)	\$ 3,318	-87	\$ 24
<b>TOTAL \$ 16,100</b>	<b>1,390</b>	<b>\$ 12</b>	<b>\$ 12,692</b>	<b>\$ 9,250</b>	<b>\$3,442</b>	<b>1,282</b>	<b>\$ 3</b>	<b>\$ 3,408</b>	<b>-108</b>	<b>\$ 9</b>



If you have questions concerning this report please email [oingram@vestapropertyservices.com](mailto:oingram@vestapropertyservices.com).

## EXHIBIT 4



**TAMAYA**  
BETWEEN THE CITY AND THE SEA

**20  
25**

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# FIELD OPERATIONS REPORT

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## JANUARY



Prepared By :

**Ron Zastrocky**

Presented To :

**Beach CDD Supervisors**



904.577.3075



[rzastrocky@vestapropertyservices.com](mailto:rzastrocky@vestapropertyservices.com)





**RUPPERT**  
LANDSCAPE

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To Be Distributed

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Event Name: Water Management - Zone 2 Thank you for Work Order Number: 2097282 your business! Service Date: 1/20/2026 Target Pests (if applicable): Service Notes & Observations Treated ponds 2 & 10 for minimal algae and emergent vegetation Added muckbiotics to ponds 9 & 11 to assist with water clarity Added pond dye to pond 8 to assist with algae control Ponds 1,3,4,5,6 & 7 looked good If you have any questions or concerns please contact me at 904-504-4689 - Eric Walker Environmental Conditions Weather: Sunny Temperature: 40.75 Wind Direction: North Wind Speed: 1.49 Humidity: 63.0000 Muck Digester Added, Treated for Algae & Invasive Aquatic Weeds, Inspected Pond(s), Pond Dye Added

Event Name: Water Management - Zone 1 Thank you for Work Order Number: 2098091 your business! Service Date: 1/27/2026 Target Pests (if applicable): Service Notes & Observations Inspected ponds 12-22 and outfalls, Treated ponds 15 & 19-22 for invasive aquatic weeds, Treated pond 20-22 for algae, Ponds 12-14 & 16-18 look good, Pollen present on surface of most ponds, Please allow 7-10 days for results, please contact me with any comments or concerns, Kindest regards, Shea Fenske Environmental Conditions Weather: Sunny Temperature: 32.43 Wind Direction: North Wind Speed: 18.41 Humidity: 54.0000 Inspected Pond(s), Inspected OutFall Area, Treated for Algae & Invasive Aquatic Weeds

## Facility Maintenance Report - September 2025

### High Priority:

- Karatas drainage – Pipe in, Need sod and leveling after the outlet of pipe. District Engineer looked at it. Yellowstone scheduled. **Completed**.

### Medium Priority:

- Pool - Uneven pavers - splash pad - WIP
- Pool Slide refinished **Completed**

### Low Priority:

- De cobwebbing common areas - ongoing
- Pressure washing – ongoing

### Emergency/Random:

- 

### Routine/Periodic:

- Pool
  - vacuum - 3x per week
  - check controller's readings - daily
  - clean tiles - on as needed basis
  - Blow off pool deck - daily
  - Straighten chairs - daily
  - Take out garbage - daily
  - Clean 6 splash pad filters - weekly
  - Clean 2 pool pump strainer baskets - weekly
  - Inspect pool gutter drain grates – daily
  - Skim gutters - daily
- Tennis and basketball courts
  - brushing - daily
  - roll courts - weekly
  - check and adjust irrigation - weekly
  - spray bleach around edges for algae control - weekly
  - add clay - as needed
  - maintain wind screens and replace and adjust nets - as needed
  - rake clay back into playing area - as needed
  - Check and change garbage bags - daily
- Fountain and fence at Beach Blvd. - check – daily
- Playground - Rake mulch – when needed, Inspect playground equipment - weekly



**Should you have any questions regarding this report or if you have a maintenance related request please contact me at the information below.**



904.577.3075



[rzastrocky@vestapropertyservices.com](mailto:rzastrocky@vestapropertyservices.com)

## EXHIBIT 5

Date of Action Item	Action Item	Status
	<b>Field Operations Manager Section</b>	
8/7/2025	<b>FOM</b> to research what needs to be done with pool pavers (repair needs if artificial turf is also to be installed)	On Hold
9/15/2025	<b>FOM</b> to inspect burned out lights around pool and remove mulch from around them	Underway
11/17/2025	<b>FOM</b> to purchase sign for tennis court breezeway stating to let tennis instructor know if tennis court usage is being requested	Underway
12/4/2025	<b>FOM</b> to obtain additional quotes for inside painting of Tamaya Hall	
12/4/2025	<b>FOM</b> to obtain additional quotes for drainage on Costas Way	See notes under Supervisors
12/4/2025	<b>FOM and AM</b> obtain quotes for mirrors in group fitness/yoga rooms	
12/4/2025	<b>FOM</b> obtain quote for construction of identified alternative storage area	
12/15/2025	<b>FOM</b> to obtain bids to replace tables in pool area	
12/15/2025	<b>FOM</b> to check operationability of new pedestrian gates	
1/8/2026	<b>FOM</b> to request Ruppert Landscape trim cord grasses and shrubbery at Meritage Roundabout and intersection of Meritage & Cassia ASAP	
2/5/2026	<b>FOM</b> to check proximity of lights via JAX ordinance and obtain number of trees to remove and quote for removal	

2/5/2026	<b>FOM</b> to discuss with The Greenery, Inc. ideas about creating a “serpentine” area so that if needed residents can exit in this path.	
	<b>Amenity Manager Section</b>	
6/16/2025	<b>AM and FOM</b> to get a quote from AT&T for internet service	Underway-- Still trying to get through to anyone at their call center.; 9/26: Unable to get call back
8/18/2025	<b>AM</b> to attempt to locate a swim school who do not rely on college students as instructors	Underway--Needs Board direction.
12/4/2025	<b>AM and FOM</b> obtain quotes for mirrors in group fitness/yoga rooms	
12/15/2025	<b>AM</b> to establish a chart (including measurements) showing locations of table and chair locations in Tamaya Hall.	Underway
2/5/2026	<b>AM</b> to send out survey regarding pickleball courts and have results for the March workshop	
2/5/2025	<b>AM</b> to send out an E-Blast and Post Flyer in Breezeway regarding Summer Severe Weather Suggestions	
2/5/2025	<b>AM</b> to obtain updated quotes from the British Swim School	Underway
	<b>District Manager Section</b>	
3/17/2025	<b>DM</b> to send Mike V. email on pending projects after each meeting	Ongoing--started on 3/21/2025; 4/22/2024; 5/20/2025; 6/17/2025  6/20: Email from Mike regarding meeting on Phase IV repairs. 7/27, 8/4: Follow up with Mike V. 8/22: Email to Mike
7/21/2025	<b>DM</b> to contact DE and obtain a proposal for work to be done on Bastia Court for drainage problem	7/22: Email to Scott; 8/23: Follow up email sent

1/12/2026	<b>DM</b> to send Vlad a letter to document that Board is okay with him using all courts and will release them upon request of residents	Done
2/5/2026	<b>DM</b> to discuss with DE the feasibility of a truck entrance lane at Gate House	
	<b>District Engineer Section</b>	
2/19/2024	<b>DE</b> to inquiry as to COJ maintaining west side of Tamaya Boulevard	2/26/2024: Initial internal response from DE
5/20/2024	<b>DE</b> to determine and report back to Board what needs to be done with respect to turning landscape maintenance of Tamaya Boulevard over to COJ (e.g. does landscape and irrigation need to be removed before COJ will take over the maintenance of the roadway)	Needs to be returned to sod and possibly trees
2/5/2026	<b>DE</b> to evaluate gate entrance for a Truck Gate	
	<b>District Counsel Section</b>	
10/20/2025	<b>DC</b> to write letter to Holland	Underway
	<b>Board of Supervisors Section</b>	
7/3/2025	<b>Supervisor Young</b> to email DC to check if it is possible to limit TekControl contact to adults only (so children cannot have access)	Underway
7/3/2025	<b>Supervisor Young</b> to check with TekControl to see if access to the app could be limited to adults only	Underway
7/3/2025	<b>Vice Chair Szeszko</b> to email DM the quote on the night lighting assessment for the pool	
8/7/2025	<b>Supervisor Young</b> to work with resident and FOM to obtain more quotes for mailbox refinishing	Done

10/2/2025	<b>Supervisor Repak</b> to contact COJ CC regarding speed bumps, speed device and JSO	
10/2/2025	<b>All Supervisors</b> are to send punch list of items for all phases to DM to send to Mike V.	Done
2/5/2026	<b>Vice Chair Szeszko</b> to revise current janitorial contract to include guard house cleaning	
2/5/2026	<b>Vice Chair Szeszko</b> contacting “Hard Scape” vendor for quote on cubic yards for drainage in Costas Way	

## EXHIBIT 6

## BEACH CDD MEETING AGENDA MATRIX

<i><b>March 2026</b></i>	<b>Workshop 3/5</b>	<p><b><i>Presentations</i></b></p> <p><b><i>Upcoming Business Item</i></b></p> <ul style="list-style-type: none"> <li>• 1. Prime Stone Restoration--\$1,490</li> </ul> <p><b><i>Supervisor Projects</i></b></p> <p><b><u>Chair Kendig</u></b></p> <ul style="list-style-type: none"> <li>• 1. Pickleball/Paddleball Striping</li> <li>• 2. Arborist/Options for Oak Trees</li> <li>• 3. Drainage on Costas Way (from 9/15/2025 meeting) <ul style="list-style-type: none"> <li>○ 3a. Ruppert Landscape--\$20,843 (Proposal Dated 1/30/2025)</li> <li>○ 3b. The Greenery, Inc.--\$34,710.52</li> <li>○ 3c. True Blue Lawncare, Inc.--\$27,500 or \$30,500/\$25,500 or \$28,500</li> </ul> </li> <li>• 4. Mirrors in Yoga/Group Fitness Room</li> <li>• 5. Truck Gate Entrance (from 1/12/2026 meeting)</li> <li>• 6. Construction Entrance (from 1/12/2026 meeting)</li> </ul> <p><b><u>Supervisor Young</u></b></p> <ul style="list-style-type: none"> <li>• 1. Capital Improvement Plan Projects</li> <li>• 2. Air Fryer Capable Warming Oven (Tamaya Hall)</li> <li>• 3. Tamaya Hall Renovation Proposal Options <ul style="list-style-type: none"> <li>○ 5a. Ervin Lovett Miller-\$19,700 plus</li> <li>○ 5b. (2<sup>nd</sup> Quote Needed)</li> <li>○ 5c. (3<sup>rd</sup> Quote Needed)</li> </ul> </li> <li>• 4. Tamaya Facility Rental Agreement</li> <li>• 5. Roving Patrol vs. CCTV</li> <li>• 6. Fitness Room TV (Amazon Stick)</li> </ul>	<ul style="list-style-type: none"> <li>• 1. Exhibits sent to Jackie on 2/6</li> <li>• 1. AM to provide results of survey (Action Item)</li> <li>• 2. Exhibit 14 from 2/5 workshop</li> <li>• 2. Ron to obtain quotes for removal of certain trees</li> <li>• 3a. Exhibit 15 of 2/5 workshop</li> <li>• 3b. Exhibit 16 of 2/5 workshop</li> <li>• 3c. Exhibit 17 of 2/5 workshop</li> <li>• 4. Exhibit 25 from 2/5 workshop</li> </ul>

## BEACH CDD MEETING AGENDA MATRIX

	<p><u>Vice Chair Szeszko</u></p> <ul style="list-style-type: none"><li>• 1. Brainstorm—Other Cost Savings Initiative</li><li>• 2. Community Survey—Ranking of Capital Improvement Projects in (\$150K in CRF FY 26 Budget)</li><li>• 3. Janitorial Services<ul style="list-style-type: none"><li>◦ 9a. Quality Cleaning by Viktoriia (w/ Revised Scope of Work)—from 1/12/2026 meeting</li></ul></li></ul> <p><u>Supervisor Repak</u></p> <ul style="list-style-type: none"><li>• 1. Gate Access Control</li><li>• 2. Security</li></ul> <p><u>Supervisor Caprita</u></p> <ul style="list-style-type: none"><li>• 1. Timing of Irrigation Cycles, Irrigation Inspection Reports and Irrigation Inspections</li></ul> <p><b><i>Pending from Prior Workshop(s)</i></b></p> <p><b><i>Discussion Items</i></b></p>	<ul style="list-style-type: none"><li>• 9a. Exhibit 26 from the 2/5 workshop</li></ul>
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## BEACH CDD MEETING AGENDA MATRIX

<i>March 2026</i>	<i>Regular Meeting: 3/16</i>	<i>Vendor Reports</i>	
		<i>Presentations</i>	

## BEACH CDD MEETING AGENDA MATRIX

<i><b>Unscheduled Items</b></i>	<p><i><b>Presentations</b></i></p> <p><i><b>Consent Agenda Items</b></i></p> <p><i><b>Business Items</b></i></p> <p><i><b>Discussions (Workshop)</b></i></p> <p><i><b>Public Hearing</b></i></p> <p><i><b>Vendor Reports</b></i></p> <p><i><b>Closed Session</b></i></p> <ul style="list-style-type: none"><li>• Gate Access Control Post Orders</li></ul>	
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## BEACH CDD MEETING AGENDA MATRIX

## BEACH CDD MEETING AGENDA MATRIX

MAJOR CONTRACT VENDOR NAME/SERVICE	EXPIRATION DATE/COMMENTS
AED Lease-Purchase/Cintas	Ending 11/2026
Amenity Management/Vesta Property Services	9/30/2028 (60 days)
Aquatic Management/Lake Doctors	10/1/2025-9/30/2026 (30 days)
Arbitrage Services/LLS Tax Solutions	2024 Series: Period ending 7/16/2026; 2015 Series : Period ending 5/5/2027
Audit Services/DMHB	Fiscal Year ending 9/30/2029
Criminal Background Checks/Screening One	3/15/2023-1 year auto renewal
District Counsel Services/Kutak Rock LLP	12/27/2022-
District Engineer Services/England-Thims & Miller, Inc.	Period ending <b>9/30/2025</b>
District Management Services/DPFG (d/b/a Vesta District Services)	5/1/2022- 9/30/2023-1 year auto renewal
Fire Alarm Monitoring & Inspection/Wayne Automatic Fire Sprinklers, Inc.	12/30/2025-12/30/2026-auto renews for 1 year four times (60 days for failure to perform; 30 days without cause)
Gym Equipment Lease/American Capital	10/1/2023-9/30/2028
Janitorial Services—Quality Cleaning by Viktoriia LLC	9/30/2025 – 1 year auto renewal 5 times (30 days)
Landscape Maintenance/Tree Amigos Outdoor Services, Inc.	7/1/2023-6/30/2026 (60 days for failure to perform; 30 days without cause)
Pest Control/Turner Pest Control	3/23/2017-
Refuse Removal/GFL Environmental)	10/1/2028 (auto renewal for 3 years--no less than 90 days notice)
Security Guard Service/Advanced Security Specialist & Consulting LLC	6/14/2024- (30 days)

## BEACH CDD MEETING AGENDA MATRIX

Towing Service/Adkinson Towing	5/1/2025-
Vending Machine Services/Purpose Vending	3/31/2025-
Website Hosting/Campus Suite	4/1/2022-9/30/2022; 1 year auto renewal

## EXHIBIT 7

**MINUTES OF MEETING**  
**BEACH**  
**COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Beach Community Development District was held on Monday, January 12, 2026 at 6:00 p.m., at 12788 Meritage Blvd., Jacksonville, FL 32246.

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

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

Present and constituting a quorum were:

James Kendig	Board Supervisor, Chairman
Pawel Szeszko	Board Supervisor, Vice Chairman
Karen Young	Board Supervisor, Assistant Secretary
Todd Caprita ( <i>joined in progress</i> )	Board Supervisor, Assistant Secretary
Walter Repak	Board Supervisor, Assistant Secretary

Also, present were:

David McInnes	District Manager, Vesta District Services
Wes Haber ( <i>via phone</i> )	District Counsel, Kutak Rock
Oliver Ingram	Amenity Manager, Vesta Property Services
Ron Zastrocky	Field Operations Manager, Vesta Property Services
Jason Davidson	Regional General Manager, Vesta Property Services
Annalee Lansang	Resident
Neha Narvla	Resident
Antti Hyytinen	Resident
Robert DeVincents	Resident

*The following is a summary of the discussions and actions taken at the January 12, 2026 Beach CDD Board of Supervisors Regular Meeting. Audio for this meeting is available upon public records request by emailing [PublicRecords@vestapropertyservices.com](mailto:PublicRecords@vestapropertyservices.com).*

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

Supervisor Kendig led all present in reciting the Pledge of Allegiance.

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

There being no audience comments, the next item followed.

**FOURTH ORDER OF BUSINESS – Exhibit 1: Presentation of Proof of Publication(s)**

## **FIFTH ORDER OF BUSINESS – Landscape RFP – *organized alphabetically***

- A. Exhibit 2: Current Contract – Tree Amigos
- B. Exhibit 3: RFP Approved by the Board of Supervisors at the 10/20/2025 Meeting – as edited by District Counsel
- C. Evaluation & Scoring Criteria
- D. Bland Landscaping – *Under Separate Cover*
- E. Brightview – *Under Separate Cover*

41        F. Greenery, Inc., The – *Under Separate Cover*  
42        G. Ruppert Landscape – *Under Separate Cover*  
43        H. United Land Services - *Under Separate Cover*  
44        I. Yardnique, The - *Under Separate Cover*  
45        J. Yellowstone Landscape – *Under Separate Cover*

46        Mr. Haber led the discussion on the landscape RFP and the proposals. Discussion ensued among  
47        the Board members regarding the proposals with each Board member providing their scores and  
48        reasonings, and revised scorings.

49        The final scores were as follows:

50        1. Bland Landscaping Company – 255  
51        2. The Greenery, Inc – 418  
52        3. Ruppert Landscaping – 237  
53        4. Yardnique, Inc. – 298  
54        5. United Land Services – 389  
55        6. Yellowstone Landscape – 362  
56        7. Brightview Landscaping – 404

57        On a MOTION by Mr. Kendig, SECONDED by Mr. Szeszko, WITH ALL IN FAVOR, the Board approved  
58        the scoring as noted and directed staff to send notice of award to The Greenery, Inc. and to notify the others  
59        of the decision, for the Beach Community Development District.

60        The motion was amended to included wording for a 3-year contract.

61        On a MOTION by Mr. Kendig, SECONDED by Mr. Szeszko, WITH ALL IN FAVOR, the Board approved  
62        the scoring as noted and directed staff to send notice of award to The Greenery, Inc. for a 3-year contract  
63        and to notify the others of the decision, for the Beach Community Development District.

64        Mr. McInnes provided a brief overview of the next steps in the process for contracting with a new  
65        vendor. Discussion ensued.

66        On a MOTION by Mr. Kendig, SECONDED by Mr. Szeszko, WITH ALL IN FAVOR, the Board recessed  
67        the regular meeting at approximately 7:03 p.m. for the purpose of convening the public hearing on Amenity  
68        Rates, Fees and Deposits, for the Beach Community Development District.

69        **SIXTH ORDER OF BUSINESS – Public Hearing – Amenity Rates, Fees and Deposits**

70        A. Open the Public Hearing

71        On a MOTION by Mr. Kendig, SECONDED by Mr. Szeszko, WITH ALL IN FAVOR, the Board opened  
72        the public hearing, for the Beach Community Development District.

73        B. Exhibit 4: Presentation of Amenity Rates, Fees and Deposits

74        Supervisor Szeszko provided a brief overview of the purpose for the public hearing.

75

76        C. Public Comments

77            There being no public comments, the next item followed.

78        D. Close the Public Hearing

79        On a MOTION by Mr. Kendig, SECONDED by Mr. Szeszko, WITH ALL IN FAVOR, the Board closed  
80            the public hearing at approximately 7:04 p.m. and reconvened the regular meeting, for the Beach  
81            Community Development District.

82        E. Exhibit 5: Consideration & Adoption of **Resolution 2026-04**, Adoption of Amenity Rates, Fees  
83            and Deposits

84        On a MOTION by Mr. Kendig, SECONDED by Mr. Szeszko, WITH ALL IN FAVOR, the Board adopted  
85            **Resolution 2026-04**, Adoption of Amenity Rates, Fees and Deposits, for the Beach Community  
86            Development District.

## 87        **SEVENTH ORDER OF BUSINESS – Vendor Reports**

88        A. Ruppert Landscape LLC/Tree Amigos Outdoor Services

89            Supervisor Szeszko addressed the landscape vendor, who was not present, regarding irrigation  
90            schedules. Discussion ensued regarding irrigation. There being no representative present, the next  
91            item followed.

92        B. Vesta Property Services

93            1. Exhibit 6: Lifestyle Management Report

94            2. Exhibit 7: Field Management Report

## 95        **EIGHTH ORDER OF BUSINESS – Staff Reports**

96        A. District Counsel

97            Mr. Haber had nothing to report.

98        B. District Engineer

99            There being no representative present, the next item followed.

100        C. District Manager

101            1. Resident(s) Subject to Disciplinary Action

102            2. Complaint & Incident Management Tracker

103            3. Exhibit 8: Action Item Report

104            4. Exhibit 9: Meeting Matrix

## 105        **NINTH ORDER OF BUSINESS – Consent Agenda**

106        A. Exhibit 10: Consideration for Approval – The Minutes of the Board of Supervisor Regular Meeting  
107            Held on December 15, 2025

108        B. Exhibit 11: Consideration for Approval – The Minutes of the Board of Supervisors Workshop Held  
109            on January 8, 2026

110        C. Exhibit 12: Consideration for Acceptance – The December 2025 Unaudited Financial Statements

111        D. Exhibit 13: Consideration of Clear Impression Solar & Security Window Films (Fitness Room)  
112            Proposal from the 1/8/2026 Workshop (Community and Amenity Repair; Line 38) - \$3,520.00

113 E. Exhibit 14: Consideration of 360 Painting (Phases I & II Mailboxes) Proposal from the 1/8/2026  
114 Workshop (CIP- Future FY; Line 8) - \$23,914.81

115 F. Exhibit 15: Consideration of Quality Cleaning by Viktoriia (w/ Revised Scope of Work) Proposal  
116 from the 1/8/2026 Workshop (Amenity Cleaning; Line 49) - \$2,290.00/month (05/01-08/31) &  
117 \$1,760.00/month (09/01-04/30)

118 Supervisor Kendig requested that items E and F be removed from the Consent Agenda.

119 On a MOTION by Mr. Kendig, SECONDED by Mr. Szeszko, WITH ALL IN FAVOR, the Board approved  
120 the Consent agenda, as amended, for the Beach Community Development District.

121 Supervisor Kendig asked for information regarding a possible warranty for the work. Discussion  
122 ensued.

123 Supervisor Kendig noted another possible option from a resident for Item F. Discussion ensued  
124 with Item F to be discussed further at the next workshop.

125 On a MOTION by Mr. Szeszko, SECONDED by Mr. Repak, WITH ALL IN FAVOR, the Board approved  
126 Item E, the Mailbox Painting proposal contingent on a 5-year warranty, for the Beach Community  
127 Development District.

## 128 **TENTH ORDER OF BUSINESS – Business Items**

129 A. Tamaya Hall Floor Refinishing Proposal Options from the 1/8/2026 Workshop (CIP- Future FY;  
130 Line 8)

131 Discussion ensued regarding whether to wait for a possible third quote or to negotiate the price  
132 with the preferred quote.

133 1. Exhibit 16: Driskell's Flooring LLC - \$16,482.00

134 2. Exhibit 17: Classy Estate Remodeling - \$13,915.68

135 3. (3<sup>rd</sup> Quote Needed) – *if available*

136 On a MOTION by Mr. Szeszko, SECONDED by Mr. Kendig, WITH ALL IN FAVOR, the Board approved  
137 the Driskell's Flooring LLC proposal, at a not-to-exceed of \$15,000.00, for the Beach Community  
138 Development District.

## 139 **ELEVENTH ORDER OF BUSINESS – Discussion Topics**

140 A. Format for Speakers During Meetings & Workshops – District Manager & District Counsel

141 Mr. Haber provided a brief overview of the topic.

142 B. Process for Selecting New Gate Access Control Services Vendor – District Manager

143 Mr. McInnes provided an update and a brief overview of the topic. Discussion ensued regarding  
144 the current interim vendor and whether to maintain them as the vendor or choose a different vendor.  
145 This item was moved to the next workshop to allow RAMCO, the interim vendor, to provide a  
146 presentation of their services to the Board and residents.

147 C. Attendance for Tennis Instruction (Lessons & Camps) – Chair Kendig

148 Supervisor Kendig led the discussion on the attendance for tennis instruction. Discussion ensued.  
149 The Board approved the use of all of the tennis courts by Vlad during clinics and camps by residents  
150 and guests of residents. And, if a resident wanted to use a court during that time, Vlad would give  
151 up a court for their use.

152 **TWELFTH ORDER OF BUSINESS – Supervisors’ Requests**

153 Supervisor Kendig requested that the following be added to his name on the Supervisor Projects  
154 section of the matrix.

155 Trees/Removal of Trees Blocking Light Fixtures at the CDD’s expense.

156 Truck Gate Entrance

157 Construction Entrance

158 Supervisor Repak requested clarification on the landscape RFP regarding the raising of the trees  
159 for better clearance and visibility. Discussion ensued.

160 Supervisor Young requested clarification on the increase in the internet bill and staff’s effort to  
161 gather pricing for other options. Discussion ensued.

162 Supervisor Caprita provided updates on ongoing projects.

163 **THIRTEENTH ORDER OF BUSINESS – Audience Comments – New Business/Non-Agenda (limited  
164 to 3 minutes per individual)**

165 Annalee Lansang noted that the retention pond at the front of the community needed to be attended to  
166 and asked if she could bring a friend to the gym who would provide her with fitness training as well as  
167 clarification on training for different activities in general. Discussion ensued.

168 Neha Narvla requested that her son be allowed to provide tennis instruction as a means for volunteer  
169 hours and not for monetary value. Discussion ensued and the Board agreed to the request.

171 Antti Hyttinen recommended that the Board formalize their handshake agreement with the tennis  
172 instructor vendor.

173 Robert DeVincents noted an issue with the gates no sensing properly. Discussion ensued.

175 *The Board recessed at approximately 8:30 p.m. and resumed at approximately 8:35 p.m.*

178 **FOURTEENTH ORDER OF BUSINESS – Action Items Summary**

179 Available upon request.

180 **FIFTEENTH ORDER OF BUSINESS – Meeting Matrix Summary**

181 **SIXTEENTH ORDER OF BUSINESS – Next Workshop Confirmation or Cancellation: February 5  
182 at 6:00PM**

183 Confirmed

184 **SEVENTEENTH ORDER OF BUSINESS – Next Meeting Quorum Check: February 9 at 6:00 PM**

185 All five Board members stated that they would be attending the next Board meeting on February 9  
186 at 6:00 p.m.

187 **EIGHTEENTH ORDER OF BUSINESS – Adjournment**

188 Mr. McInnes asked for final questions, comments, or corrections before requesting a motion to  
189 adjourn the meeting. There being none, Mr. Kendig made a motion to adjourn the meeting.

190 On a MOTION by Mr. Kendig, SECONDED by Mr. Repak, WITH ALL IN FAVOR, the Board adjourned  
191 the meeting at 8:40 p.m. for the Beach Community Development District.

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

195    **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**  
196    **meeting held on February 9, 2026.**

197

198

199

200

---

Signature

---

Signature

---

Printed Name

---

Printed Name

201    Title:     Secretary     Assistant Secretary

Title:     Chairman     Vice Chairman

# EXHIBIT 8

Minutes

- Presentation via ppt from RAMCO - quote forthcoming.

A. Consideration of Access Control - remove.

B. Selected 360 painting (2 coats) - consent agenda.

C. Selected Ideal Conditions as low bid - consent agenda.

D. Remove

E. Selected Buehler AC - consent agenda.

IV. F. Quality cleaning - Szeszko to merge into existing contract.

G. Selected Squeegee Squad - consent agenda - after pollen season.

V. Kendig

1. Pickleball - Oliver to send out survey re pickleball courts and review results next workshop.

2. Arborist - discussed removal of trees near light poles and CDD attorney opinion - Ron to research proximity of light via JAX ordinance and obtain number of trees to be removed and obtain quote to remove.

3. Quotes have varying cubic yards - Szeszko to contact 'hard scape' vendor for quote.
4. Mirror in group fitness room - Ron still researching for vendor.
5. Discussed above
6. Truck gate - have district engineer evaluate for main entrance. David please contact DE.
7. Construction entrance - ask new landscape vendor for ideas creating a 'serpentine' area so that if needed residents can exit in this path. David (HOA) to contact JEA on what they plan to do in this area.
8. Summer severe weather - send out via e-blast as well as post flyer in breezeway.
9. AED sign - being created by vendor.
10. Ice Machine - consent agenda - not to exceed \$2000.
11. YMCA - board opted not to continue summer camp due to restriction imposed by YMCA on space, etc.

B. Szeszko

1. Landscape - move to April 1 start date.. Consent agenda.
2. British swim school - obtain updated quote - remove Safari.
3. CCTV remove

4. Virtual gate - remove
5. Peds crosswalk - remove
6. Tamaya Facility Agreement - moved to Supv Young
7. Gate access orders - move to a special security meeting.
8. Janitorial - already discussed.

(Swim school already discussed)

Supv Young

1. PPT re furniture - approved consent agenda for \$18,500.. Remove bench - rugs to be determined. Include old furniture in annual garage sale.
2. Tennis - consent agenda - residents only effective April 1.
3. Roving patrol - to be determined later vs CCTV.
4. TV gym - trying Amazon stick.

D. Repak

1. Discussed Security quotes.

E. Caprita

1. Working on irrigation with Ron and new landscape vendor.
2. Lighting for basketball - board opted not to add lighting so as not to have folks aggregate after dark.

IV Pending - remove

VII. Discussion - remove.

If Ron has additional solar lights have them installed on pool access side.

Storage Unit - cost of architectural drawings - on old - Karen.

Movement of radar unit - good placement by Ron.

## EXHIBIT 9

**TEKWAVE SOLUTIONS LLC**  
4575 Webb Bridge Rd, Ste 4345  
Alpharetta, GA 30023  
accounting@tekwavesolutions.com

# Invoice



BILL TO	
Beach CDD DPFG Management 250 International Pkwy., Ste 208 Lake Mary, Fla 32746	

SHIP TO	
Beach CDD DPFG Management 250 International Pkwy., Ste 208 Lake Mary, Fla 32746	

INVOICE #	DATE	TOTAL DUE	DUUE DATE	TERMS	ENCLOSED
7834	01/07/2026	\$1,650.00	01/22/2026	Net 15	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	<b>CVM-301</b>	Tamaya Community VMS - Additional Scanner Proposal # 101377 01/02/2026	0	0.00	0.00
	<b>TVH-DLS-101</b>	Mobile Drivers License and Barcode Scanner	1	1,500.00	1,500.00
	<b>TIM-DSU-101</b>	Device Set Up - Per Device	1	75.00	75.00
	<b>Shipping</b>	Shipping	1	75.00	75.00

It's been a pleasure working with you!

BALANCE DUE

**\$1,650.00**

## Ways to pay



View and pay

# EXHIBIT 10

TIP Use the **←** and **→** arrows below to turn the page and learn more. **X**



Turn Page



# Proposal

## Club house indoor columns(12)

### Indoor columns (12)



NEW COLOR

#COATS

Columns

1

Materials:  
EXT Superpaint :

**CLUB HOUSE INDOOR COLUMNS(12) SUBTOTAL \$1,008.71**

#32429780

Beach - 32429780

- Interior

Clubhouse Walls

Itemized

360 Painting of  
Jacksonville

Welcome

About Us

Insurance

About Your Project

Proposal

Agreement

Certificate of  
Completion

## Indoor wall in club house



NEW COLOR

#COATS

Walls	2
-------	---

Materials:

INT Superpaint:

1g- Simple Door Casing (without door)	1
---	---

Materials:

INT Superpaint Semi-Gloss :

Base Boards	1
-------------	---

Materials:

INT Superpaint Semi-Gloss :

**INDOOR WALL IN CLUB HOUSE SUBTOTAL      \$802.70**

## Small wall above double doors



NEW COLOR	#COATS
-----------	--------

Walls	2
-------	---

Materials:  
INT Superpaint:

**SMALL WALL ABOVE DOUBLE DOORS SUBTOTAL \$76.73**

## Project Set up/Clean up/Prep/Repair

NEW COLOR	#COATS
-----------	--------

Set Up/Prep/Clean Up	N/A	1
----------------------------	-----	---

**PROJECT SET UP/CLEAN UP/PREP/REPAIR SUBTOTAL \$1,005.76**

**LABOR \$2,459.11**

**LABOR SUBTOTAL \$2,459.11**

**MATERIALS \$534.79**

**TAX \$0.00**

**MATERIALS SUBTOTAL \$534.79**

**GRAND TOTAL \$2,993.90**

## EXHIBIT 11



## Ideal Conditions

Beach CBD (Tamaya)  
12788 Meritage Blvd  
Jacksonville, FL 32246

📞 (904) 577-3075  
✉️ rzastrocky@vestapropertyservices.com

ESTIMATE	#65840
ESTIMATE DATE	Jan 23, 2026
SERVICE DATE	Jan 22, 2026
<b>TOTAL</b>	<b>\$4,525.00</b>

### CONTACT US

1617 Rowe Ave  
Jacksonville, FL 32208

📞 (904) 379-8762  
✉️ jaxcoolbus@gmail.com

Service completed by: Jerry Williams, Justin Morris

### ESTIMATE

Services	qty	unit price	amount
E OFFICE - E023: Plumbing	1.0	\$4,525.00	\$4,525.00
We propose to remove existing drinking fountain on wall and cooler equipment in storage area and provide and and install ELKAY LZSTL8WSLK FILTERED EZH20 BOTTLE FILLING STATION W/ VERSATILE BI-LEVEL ADA COOLER			
Plumbing drain and water piping to be reworked in wall for new drinking fountain.			
Exclusions: Drywall wall and tile repairs			
Services subtotal: \$4,525.00			

**Total** **\$4,525.00**

We accept all forms of payment. Any ordered parts require a 10% down payment towards the balance of the final invoice. It is customer's responsibility to replace filters and clear drain lines on a monthly basis, and have general maintenance performed on systems every six months. Thank you for your business.

## EXHIBIT 12



Hello, this is your estimate

Location: 12788 Meritage Boulevard, Jacksonville, FL, 32246

PROJECT ID

0

## Commercial Agreement

CMP 5 Units +

Your Price

\$1,794.00

Accept Estimate

## Summary

USA-Commercial Sale 5+(Qty: 6)



Your Price

\$1,794.00

Accept Estimate

- NO diagnostic charge with repair
- NO drain line clearing charge

Visit 1 – Full Maintenance  
Visit 2 – Filter Change & Drain Clear  
Visit 3 – Full Maintenance  
Visit 4 – Filter Change & Drain Clear

[View Less](#)

Subtotal

\$1,794.00

Tax

\$0.00

**Total**

\$1,794.00

POWERED BY  ServiceTitan®[Contact Us](#)

## EXHIBIT 13



(904) 999-0816

Locally Veteran Owned & Operated

**FREE ESTIMATE**

GOOD FOR 90 DAYS

Date Emailed: 01/21/2026

Sent By: Patrick Hill

Jax@squeegesquad.com  
Squeegee Squad  
218 Lochnagar Mountain Drive  
Saint Johns FL 32259

#### CUSTOMER

Ron Zastrocky  
12788 Meritage Boulevard  
Jacksonville, Florida 32246

Phone: (904) 355-1831

Email: rzastrocky@vestapropertyservices.com

#### JOB ADDRESS

Vesta Property Services  
12788 Meritage Boulevard  
Jacksonville, Florida 32246

Quoted By:

Quote Date:

#### JOB DESCRIPTION

Interior/Exterior Window Cleaning

Qty	Description	Unit Price	Total
1	Exterior Window Cleaning	\$2,000.00	\$2,000.00
1	Interior/Exterior Window Cleaning	\$4,000.00	\$4,000.00
			<b>Sub-Total</b> \$6,000.00
			<b>Tax (0%)</b> \$0.00
			<b>Total</b> \$6,000.00

- Window sill wipe down is complimentary (wiping down window frames and tracks are not included, an additional charge may be added for such requests). If hard water stains are unnoticed at time of estimate, an additional fee may be added at the time of service per customer request to attempt restoration.
- Payment is due when work is completed. Local Taxes may apply depending on location. A processing fee may be added to credit card transactions depending on your local location policies.
- When selecting In/Out Window Cleaning, your screens will receive a complimentary wipe-down on both sides with a damp cloth. When choosing outside only window cleaning, your screens will receive a wipe-down (as described above) ONLY if your screens are located on the outside of the home.
- Additional charges for Gutter Cleaning may be added for gutters covered by screens that Squeegee Squad was unable to see at the time of the estimate.



218 Lochnagar Mountain Drive

Saint Johns, Florida 32259

Phone: (904) 999-0816

Email: Jax@squeegesquad.com

## ROUTINE WINDOW CLEANING METHODS

Squeegee Squad window cleaners will use safe routine window glass cleaning methods as defined by and approved by the glass industry according to the GANA/IWCA Bulletin 01-0116 Proper Procedures for Cleaning Architectural Glass Products. Routine window glass cleaning includes the use of tools and mild detergents such as: soft cloths, strip washers, squeegees, non-abrasive pads, water-fed poles, and mild detergents.



- Routine cleaning methods will remove normal dirt and debris that can adhere between frequent window cleaning services.
- Routine cleaning methods may not remove all stains and weathering that can occur due to infrequent cleaning or when windows are improperly protected during construction or remodeling such as: hard water, artillery fungus spores, sap, tar, paint, adhesives, varnish, mortar, silicone, and more.

## NON-ROUTINE GLASS RESTORATION

In the event there are stubborn stains or construction debris on your windows that can not be removed with routine methods, Squeegee Squad will educate and inform you of non-routine restoration options to remove things like hard water, artillery fungus spores, sap, tar, paint, adhesives, varnish, mortar, silicone, etc.



Window Restoration using non-routine cleaning methods will only be performed after the homeowner or client has read an important disclosure and understands the options, limitations, and risks involved in using tools like: metal razor blades, acids, abrasives, polishing compounds, and more. Squeegee Squad will not use non-routine glass cleaning methods without your consent. Additional charges may be proposed if it is determined that non-routine methods are necessary and the scope of the job is affected.

## HOW TO PREPARE FOR YOUR WINDOW CLEANING

### CHECKLIST/NOTICE OF RESPONSIBILITIES

- Feel free to pull all blinds into the open (up) position. We will not take responsibility for any aged or broken blinds.
- Please take note of and inform our crew if you have any windows with tint film applied, broken blinds, cracked glass, torn screens, brittle removable grids, scratched glass, or any other areas that may require extra care.
- Our crew will move most furniture and put it back into the original position with the exception of pianos, or any other large objects that would require expert moving experience to move. Please clear away any knick knacks in your window sills.
- Be ready to pay by check, cash, or credit card at the completion of your service.

**SQUEEGEE**  
  
**SQUAD®**

## EXHIBIT 14

**LANDSCAPE AND IRRIGATION MAINTENANCE AGREEMENT  
BY AND BETWEEN BEACH COMMUNITY DEVELOPMENT DISTRICT  
AND TREE AMIGOS OUTDOOR SERVICES, INC**

**THIS AGREEMENT** (“Agreement”) is made and entered into this 13 day of June, 2023, with an effective date of July 1, 2023, by and between:

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

**THE TREE AMIGOS OUTDOOR SERVICES, INC**, a Florida corporation, whose address is 5000-18 Highway 17 #235, Fleming Island FL 32003 (the “Contractor” and, together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the City Council for the City of Jacksonville, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, roadways, landscaping, amenities, and other infrastructure; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**A.** Work shall be provided in three yearly terms as set forth below commencing on July 1, 2023 and, unless terminated earlier in accordance with Section 14 below, ending on June 30, 2026. As compensation for services described in this Agreement, the District agrees to pay Contractor the following amounts:

i. twelve (12) monthly payments of Thirty One Thousand Seven Hundred Eighty Four Dollars and Sixty Nine Cents (\$31,784.69) for a total of Three Hundred Eighty One Thousand Four Hundred and Sixteen Dollars and Thirty-Three Cents (\$381,416.33) for Year 1 (July 1, 2023 – June 30, 2024), which amount includes the Annual Total and the Flower Switch, but excludes the Mulch, on the first page of Exhibit A;

ii. twelve (12) monthly payments of Thirty Two Thousand Four Hundred Twenty Dollars and Thirty Nine Cents (\$32,420.39) for an annual total of Three Hundred Eighty Nine Thousand Forty Four Dollars and Sixty Six Cents (\$389,044.66) for Year 2 (July 1, 2024 – June 30, 2025), which amount includes the Annual Total and the Flower Switch, but excludes the Mulch, on the first page of Exhibit A; and

iii. twelve (12) monthly payments of Thirty Three Thousand Sixty Eight Dollars and Eighty Cents (\$33,068.80) for an annual total of Three Hundred Ninety Six Thousand, Eight Hundred Twenty Five Dollars and Fifty Six Cents (\$396,825.56) for Year 3 (July 1, 2025 – June 30, 2026), which amount includes the Annual Total and the Flower Switch, but excludes the Mulch, on the first page of Exhibit A.

**B.** Contractor acknowledges and agrees that the majority of the Services are for aesthetic purposes and that, in order to achieve such purposes, the Services need to be performed with the frequency contemplated by this Agreement. In light of the foregoing,

Contractor's invoices shall not include amounts for any Services that were not performed during the time period relevant to the invoice, even though the Services were scheduled to be performed during such time period (the "Unperformed Work"). Contractor's invoice shall identify Unperformed Work with specificity, including the dollar amount allocated to the Unperformed Work. If the Unperformed Work is to be performed on a regular repeated basis, such as mowing, Contractor's performance of such regular task at a later date shall not entitle Contractor to payment for the Unperformed Work for the time period when such work was not performed.

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

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

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

## **6. INSURANCE.**

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

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

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

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

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

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

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

## **7. INDEMNIFICATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**A. If to the District:** Beach Community Development District  
c/o Vesta District Services  
250 International Parkway, Suite 208  
Lake Mary, FL 32746  
Attn: David McInnes

**with a copy to:**

Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: Wes Haber

**B. If to the Contractor:**

The Tree Amigos Outdoor Services, Inc.  
5000-18 Highway 17 #235  
Fleming Island, Florida 32003  
Attn: James D. Proctor

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

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

benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

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

**26. PUBLIC RECORDS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **David McInnes** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Contractor’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (321) 263-0132 Ext.193, [dmcinnes@vestadistrictservices.COM](mailto:dmcinnes@vestadistrictservices.COM), OR AT 250 International Parkway, Suite 208, Lake Mary, FL 32746**

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

**28. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm’s length transaction. The District and the Contractor participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this

Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

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

**30. E-VERIFY.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

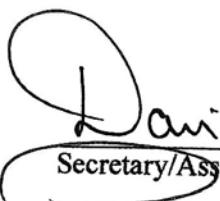
**31. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES.** The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the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

**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.

[Signatures on next page]

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

ATTEST:

  
David C. McInnes  
Secretary/Assistant Secretary

**BEACH COMMUNITY  
DEVELOPMENT DISTRICT**

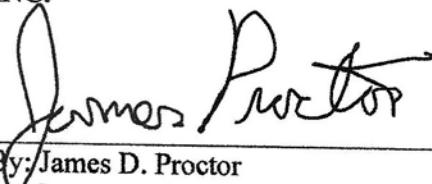
*Matt Calderaro*  
Matt Calderaro (Jun 23, 2023 07:47 EDT)

Chairperson/Vice Chairperson, Board of Supervisors

WITNESS:

By: Colleen Ryan  
Print Name: Colleen Ryan

**TREE AMIGOS OUTDOOR SERVICES,  
INC.**

  
James D. Proctor  
By: James D. Proctor  
Its: Secretary/Treasurer

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

**EXHIBIT A**

Price Quotation

**BEACH COMMUNITY DEVELOPMENT DISTRICT**

**LANDSCAPE AND IRRIGATION MAINTENANCE SERVICES  
PROPOSAL SUMMARY**

**Proposer Name: The Tree Amigos Outdoor Services, Inc.**

**Basic Services**

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

<b>Proposed Lump Sum:</b>	<b>Monthly</b>	<b>Annual Total</b>
Year 1	\$30,025.20	\$360,302.33
Year 2	\$30,625.69	\$367,508.38
Year 3	\$31,238.22	\$374,858.55

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

**Additional Services**

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

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

Mulch Cost priced separately from bid annual total Year 1	\$16,066.00
Mulch Cost priced separately from bid annual total Year 2	\$16,387.32
Mulch Cost priced separately from bid annual total Year 3	\$16,715.07

Flower Switch out 4 times yearly cost priced separately from bid annual total Year 1	\$21,114.00
Flower Switch out 4 times yearly cost priced separately from bid annual total Year 2	\$21,536.28
Flower Switch out 4 times yearly cost priced separately from bid annual total Year 3	\$21,967.01

## PRICING LIST

### **SOD/SEED/MULCH:**

Sod installed: St Aug, per pallet	\$ <u>450.00</u> Does not include prep
Pine Straw per Bale	\$ <u>7.00</u>
Shredded Brown Mulch, CY	\$ <u>58.00</u> per yard
Seeded Winter Rye, per bag	\$ _____
Removal of Aged Mulch -	\$ _____
Roadways and Round-About	\$ <u>45.00</u> per hour without dump fee

### **SHRUBS:**

Chord Grass - 3 gal.	\$ <u>16.50</u>
Lorapetalum - 3 gal.	\$ <u>16.50</u>
Glendale Fashion Azalea (Pink) - 3 gal.	\$ <u>16.50</u>
Podocarpus "Pringle" - 3 gal.	\$ <u>18.50</u>
Blue Daze- 1 gal.	\$ <u>8.00</u>
Eugenia Globe 7 Gal.	\$ _____

### **ANNUALS:**

Annuals in 4" pots per flat of 18	\$ <u>49.50</u>
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### **TREES (CONTAINER):**

Crape Myrtle - 65 gal., 100 gal.	\$ <u>400.00/600.00</u> not installed or delivery
Southern Magnolia - 65 gal.	\$ <u>Above is 100 gal.</u>
Live Oak - 100 gal., 200 gal.	\$ <u>375.00</u> not installed or delivery
	\$ <u>475.00</u> not installed or delivery
	\$ <u>1,200.00</u> not installed or delivery

### **IRRIGATION:**

#### **CONTROLLERS:**

Hunter ICC Outdoor Controller	\$ <u>1,250.00</u> depends on how many stations
Hunter Pro-C Controller	\$ <u>650.00</u> depends on how many stations

### **VALVES WITH VIOLET INDICATORS:**

Compatible valves	\$ <u>250.00</u>
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### **SPRAY HEADS AND ROTORS:**

4" Spray head	\$ <u>15.00</u>
6" Spray head	\$ <u>20.00</u>
12" Spray head	\$ <u>25.00</u>
6" Rotor	\$ <u>25.00</u>
12" Rotor	\$ <u>65.00</u>

### **VALVE BOX:**

6" Round	\$ <u>25.00</u>
10" Round	\$ <u>40.00</u>
14" Rectangular	\$ <u>75.00</u>

**MISCELLANEOUS:**

Mowers (riding mower)	\$ <u>75.00</u> per acre
Mowers (mower - not to exceed 36")	\$ <u>150.00</u> per acre
Bush-Hog	\$ <u>300.00</u> per acre
Tractor/Skid Steer	<u>\$150.00 w/</u> driver per hour
Supervisor with Transportation	\$ <u>100.00</u> per hour
Laborer with hand equipment	\$ <u>45.00</u> per hour
Dump/Flat-Bed Truck	\$ <u>50.00</u> per load
Irrigation tech labor rate	\$ <u>85.00</u> per hour
Irrigation tech after hour rate (evenings/weekends)	\$ <u>85.00</u> per hour <u>650.00 (20 yd</u> <u>dump)</u> per trip/load
Additional site pick-up	\$ <u>85.00</u> per hour <u>100.00 (more</u> <u>depending species</u> per visit
Additional Irrigation Inspection	\$ <u>150.00 w/</u> driver per hour
Additional Palm Tree Trimming	\$ <u>50.00 per acre</u> Top Choice
Back-Hoe/Trencher/Excavator	
Fire Ant Control	
application	\$ <u>5.00 per spot</u> Spot treatment
Fire Ant Control	
Ornamental Grass Maintenance	
Berms, Medians & Entryways	\$ <u>Site Visit</u> per visit
Amenity Center (including pool area)	\$ <u>Site Visit</u> per visit
Common Area Fields & Courts	\$ <u>Site Visit</u> per visit

**HURRICANE AND STORM RATES:**

Before, during and after the storm/hurricane the district operations manager and contractor will be in contact with each other to determine the extent of the damage and the need for additional crew out on district property. After discussion the best plan of action will be formed to ensure safety to the community and its residents. Repairs and replacement will be done at the most cost effective way to the district.

Fully equipped laborer	\$ <u>85.00</u> per hour
Backhoe/Front end Loader	\$ <u>250.00 w/</u> driver per hour
Skid steer Loader	\$ <u>250.00 w/</u> driver per hour
Chipper	\$ <u>250.00 w/</u> driver per hour
Specialty Rental Equipment	Proposed as needed

## **EXHIBIT B**

### Scope of Services

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

**1. General Requirements:**

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

**2. Reporting Requirements:**

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

upcoming chances of severe weather, district concerns, etc. This meeting shall be documented by the Contractor with detailed meeting minutes and provided to the Field Operations Manager and Landscape Manager within 5 business days after completing each meeting.

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

### 3. Schedule of Service:

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

### 4. Mowing Specifications:

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

- a) **Education:** The Contractor shall educate employees on proper mowing techniques for the varying types of grasses throughout the district's property. Employees operating mowing equipment shall utilize various mowing patterns to provide even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance. No grass clippings should be visible on top of turf following any mowing and if present, the situation must be remedied before leaving area or end of same business day.
- b) **Mowing Heights:** The Contractor shall ensure proper lawn heights are maintained as shown below:

- All Bahia turf on-site shall be maintained at a height of 2.5"- 4.0" inches

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

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

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

## 5. Landscape/Maintenance Areas:

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

## 6. Edging/Weed Eating:

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

## 7. Blowing:

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

**8. Storm Drain Cleanup:**

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

**9. Shrubs & Cord Grass Maintenance:**

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

**10. Tree Trimming, Pruning, Staking:**

- a) All trees including oaks, tree Ligustrum's, patio trees, and pines adjacent to walkways and along the edge of mowed areas shall be pruned every 6 months to maintain their health and enhance their natural appearance and prevent obstruction with travel lanes, when necessary, as follows:
  - Areas overhanging sidewalks shall be clear of vegetation or obstruction to a height of 12 feet.
  - Areas overhanging roadways shall be clear of vegetation or obstruction to a height of 14.5 feet.
  - Areas within a median shall be clear of vegetation or obstruction to a height of 8 feet.
- b) The Contractor must ensure all overhangs comply with Duval County codes and regulations.
- c) The Contractors pruning operations shall include removal of dead wood and up-liming of multi-stem trees wherever irrigation is blocked. Pruning methods shall be consistent with accepted horticultural practices.
- d) Sucker growth /Oak shoots will be pruned as needed or directed. Cutting the central leader and/or topping trees shall not be done.
- e) The Contractor is responsible to stake and re-stake as needed or directed for all youth trees along roadways and mowing areas as necessary and guy wires tightened when required. The Contractor shall remove stakes and guy wires when roots are well established.

- f) The Contractor shall treat or remove high density moss from any vegetation throughout the property, especially Oak trees along roadways.

**11. Litter and Debris Removal:**

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

**12. Weed Control / Weeding of Beds:**

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

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

**13. Annuals:**

- a) The Contractor is required to place healthy and vibrant annual flowers in all beds shown on the detailed plans and as described below. The suggested annuals for each planting must be reviewed and approved by the Field Operations Manager or designee.
- b) A rotation of three different annuals is required during each year.
- c) Prior to planting of annuals, all beds are to be rototilled to a depth of 8-10 inches.
- d) Annual flower beds will be serviced weekly during the growing season and bi-weekly during the dormant season to remove flowers that are fading or dead to prolong blooming time and to improve the general appearance of the plant.
- e) Annual soil mix will be replenished once per year at a rate of 1 cubic yard soil mix for every 275 square feet of bed area. All annuals will be fertilized at time of installation using a balanced controlled release fertilizer at the label rate. As weather and conditions dictate this will be supplemented with a soluble liquid fertilizer to enhance flowering and plant vigor.
- f) Annuals are required at the following locations:
  - (Annual Zone 1) Tamaya Blvd/Beach Blvd front of fountain and median
  - (Annual Zone 2) Entrance to clubhouse

- (Annual Zone 3) Four (4) Potted plants by pool and Two (2) front entrance

**14. Irrigation Inspection:**

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

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

**15. Irrigation Repair Policy:**

- a) The Contractor shall provide an all-inclusive irrigation repair policy and lump sum cost that includes all costs associated with labor and materials for the following repairs as required:
  - Lateral line repairs
  - Valve repairs and replacement
  - Solenoid replacements
  - Head replacements, raising and adjusting as needed
  - Relocation or adjustment of heads to accommodate plant/turf growth
  - Locating and Splicing Wires
  - Valve box and Lid replacement
  - Decoder repairs and replacement
  - Battery replacement in all controllers to maintain memory functions
  - Rain sensor replacement

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

- b) The following items fall outside the terms of the all-inclusive contract:
  - Mainline repairs of 4" pipe or greater
  - Timer repair and replacement

- Damage due to vandalism
- Verifiable damage due to lightning strikes or power surges

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

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

**16. Progress Payments/Checklist Requirement:**

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

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

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

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

**17. Contract Options for Pricing Consideration by District:**

- a) The district requests pricing for the following option items to be exercised at the Districts discretion during the terms of this contract. These items will be awarded in writing as needed separate from this contract.
- b) The Contractor must adhere to the terms and conditions of this contract while completing installing any of these options in the future.
  - OPTION 1: Ornamentals (EACH): The Contractor shall provide (per each) pricing which includes purchase, delivery, and installation of three (3) gallon ornamentals to include but not limited to: Walters Viburnum, Azaleas, Thryallis, Loropetalum and other ornamentals readily available by the Contractors' suppliers. If a bulk quantity discount can be provided to the district, please note this during pricing.
  - OPTION 2: Shrubs (EACH): The Contractor shall provide (per each) pricing which includes purchase, delivery, and installation of (1) gallon shrubs or ground cover material to include: Agapanthus, Blue Flax Lilly, Society Garlic, Lantana, Bulbine and other shrubs readily available by the Contractors' suppliers. If a bulk quantity discount can be provided to the district, please note this during bidding.

- **OPTION 3: Trees (EACH):** The Contractor shall provide (per each) pricing which includes purchase, delivery, and installation of live oak trees (include height in price) and any other popular trees or palms readily available by the Contractor's suppliers.
- **OPTION 4: REPLACEMENT SOD (PER SQUARE YARD AND PER PALLET):** The Contractor shall provide (per each) pricing which includes purchase, delivery, and installation of all grass types located on the district's property.

**18. General Notes:**

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

**19. Pesticide, Herbicide, Turf Replacement:**

- a) All chemicals and pesticides shall be purchased and obtained at the expense of the Contractor.
- b) All spraying must be performed by or under the direct supervision of a licensed applicator. The pest control program shall also follow the current recommendations of University of Florida "Guides to Insect Disease, Nematodes and Weed Control."
- c) The Contractor shall establish a grass and plant pesticide spray program to provide the application of pesticides as needed to control mole crickets, chinch bugs, army worms, and other grass and plant pests as well as plant fungus for all irrigated turf. This program shall be established within 5 calendar days after award and is subject to review and approval by the Field Operations Manager or designee.
- d) All irrigated Bermuda shall have at least (2) annual treatments for the purpose of combatting reclaimed irrigation bicarbonates in the soil. All accessible areas shall be mechanically slit injected into turf. All other areas to be spread by rotary means. This shall be done in the beginning of growing season no later than May 1st.
- e) All non-irrigated Bahia shall be monitored and treated for Mole Cricket activity at least annually or more frequently if needed.
- f) Pre-emergent and Post-emergent Herbicides. A minimum of two pre-emergent applications in the fall and spring shall be performed on all irrigated turf areas. Post emergent controls shall also be used to provide acceptable levels of weed control throughout the district's property.
- g) As part of the bid package, the Contractor shall submit an outline of the agronomic program for both St. Augustine and Bermuda Turf that would be applied. This shall be included in the proposal package.
- h) Contractor shall mark w/signs all areas sprayed to avoid resident concerns until the area is dry or free of potential safety issues. All signs must be removed by the Contractor.
- i) The Contractor is responsible to monitor all grass conditions and ensure the common area grasses remain healthy and vibrant. Any damage to irrigated turf by insects, fungus or mowing equipment shall be replaced by the Contractor within 14 calendar days after damage is identified at no additional cost to the district.
- j) All turf under repair or replacement areas shall be marked with flags that state "area under construction" to inform residents that the area will be resodded soon. This avoids resident phone calls or concerns and provides information that the area has been identified. These flags will be removed once the area is resodded. Flags can also be added by the district staff to help identify areas of concern during routine weekly or monthly inspections. The Contractor should make note of these areas during the weekly inspection reports.

k) If the turf area to be repaired is damaged by no fault of the Contractor (as verified by district staff), the area will be replaced at the unit pricing identified in the contract for the various types of grass after approved by the Field Operations Manager or designee.

**20. Fertilization Program:**

a) **Irrigated Bermuda Sod:**

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

b) **St. Augustine Sod:**

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

c) **Trees, Palms and Shrub Fertilization:**

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

## **SCOPE OF SERVICES, QUALIFICATIONS & LICENSES**

**I. SCOPE OF WORK.** The Landscape and Irrigation Maintenance Contractor (the "Contractor") shall furnish all horticultural supervision, labor, materials,

equipment, and transportation required to maintain the landscape and irrigation system within Beach CDD (the “**Association**”) throughout the contract period, as specified per the contractual agreement.

a. **Contract Period & Renewal:**

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

b. **Contractor Requirements:**

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

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

c. **Schedule of Services:**

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

d. **Quality Control Inspections:**

A qualified representative from the Contractor’s firm shall accompany the District’s representative (“**Manager**”) on monthly quality inspections. Such inspections should occur on a set schedule as agreed upon by the Manager and the Contractor. Any deficiencies within the scope of services shall be corrected within seven (7) days of each inspection unless Contractor notifies Manager of a reasonable explanation as to why such issue cannot be completed in such time period.

e. **Attendance at meetings:**

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

f. **Reporting:**

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

**As Part of Proposal and Prior to Beginning Service**

- Copy of all Business Licenses

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

**Upon Starting Service**

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

**II. LAWNCARE:**

a. Mowing and Edging:

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

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

b. Sod:

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

c. Edging:

The Contractor shall edge ground cover as needed to keep within bounds and away from obstacles. Concrete edging, including all sidewalk areas, including backs of curbs will be

performed consistent with the mowing schedule for turf areas. Sidewalks, curbs, and pavement will be blown or vacuumed clean of turf and like debris, not including heavy sand, by forced air machinery, after every mowing.

d. Fertilization:

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

e. Weed, Disease, and Insect Control:

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

f. Overseed with Rye:

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

**IV. GROUND COVER AREA / SHRUB AREAS:**

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

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

Weed Control:

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

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

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

b. **Fertilization:**

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

c. **Fungicide:**

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

d. **Pesticide:**

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

e. **Dead Plant Material:**

Dead plants should be removed from all landscaping beds while performing maintenance in that area each week or month. Contractor should provide a proposal to Manager each month to replace all dead and removed shrubs and plants in common area beds.

**V.**

**ROSE BUSHES:**

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

**VI.**

**ORNAMENTAL GRASSES**

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

**VII.**

**TREE CARE:**

a. **Pruning:**

Height limitation for tree pruning covered in the specifications is 10 feet. On trees over 10 feet in height, only low hanging branches that present a hazard to pedestrian or vehicular traffic will be raised to 8 feet above ground level. Trees less than 10 feet in height will be scheduled to be pruned in the winter months except for safety-related pruning, which will be done only if necessary.

Contractor will be required to attend to any branches identified as a hazard to pedestrian or vehicular traffic within seven (7) days from the date notice is provided to Contractor by the on-site manager.

b. Staking:

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

c. Tree Fertilization:

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

d. Palm Pruning:

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

### **VIII. MULCH / PINE**

#### **STRAW:**

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

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

### **IX. ANNUAL COLOR**

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

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

### **X. DEBRIS CLEANUP**

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

### **XI. IRRIGATION SYSTEM**

The Contractor shall visually inspect the entire common area irrigation system once a month for a total of 12 inspections annually to ensure optimal performance. The

Contractor will be responsible for controlling all irrigation water use in compliance with the St. Johns River Water Management guidelines and will ensure minimal water use while providing sufficient water use for proper plant nutrition, particularly during the growing season.

a. Sprinkler Heads.

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

b. Valves & Valve Boxes.

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

c. Watering Schedule.

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

d. Emergency Contact.

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

e. Irrigation Repairs.

Any repairs needed that are not covered under this inspection process will be proposed and billed separately. Stopping water loss and health hazards associated with main line breaks, valve damage, backflow malfunctions, lateral breaks, damaged heads, etc., are emergency services and water shall be turned off immediately upon notice of damage. Final repairs shall be completed within 48 hours. Contractor shall submit proposals for any repairs that fall outside of the inclusive repairs for materials and labor.

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

- **JANUARY**
  - Soil spray application and foliar spray application
  - Spectacle pre-emergence in NON over seeded areas at 3oz/acre rate
- **FEBRUARY**
  - 2nd or 3rd week apply Ronstar pre-emergent impregnated on a 15-0-15 fertilizer
    - (Mini prill at a rate of 200 pounds per acre)
- **MARCH**
  - Soil spray application and Foliar spray application
  - 2<sup>nd</sup> or 3rd week Mole cricket prevention application of Fipronil
- **APRIL**
  - 3<sup>rd</sup> or 4<sup>th</sup> week (weather pending) Revolver application at 10oz/acre (transition from rye to Bermuda)
  - Light vertical mow of all Bermuda grass
  - Foliar spray application
  - 5/8" core aerification
  - Milorganite application at heavy rate
- **MAY**
  - 1st week Ronstar application with 20-0-10 fertilizer (Mini prill at rate of 200 pounds per acre)
  - *\*2nd application of Revolver May be needed to completely eradicate Overseed*
- **JUNE**
  - Soil spray application and Foliar spray application
  - Aggressive verticutting followed by a circle mow or multiple cross direction mowing at a reduced scalping height
  - 12-1-0 fertilizer application
- **JULY**
  - Foliar spray application
  - Prodiamine pre-emergence application on all Turf at 1 pound per acre
  - *\*Vertical mow can be performed again if needed*
- **AUGUST**
  - Foliar spray application
  - 3/4"-1" aerification followed by aggressive vertical mow
  - Heavy top-dress with sports turf sand
  - Milorganite application after aerification into core holes
- **SEPTEMBER**
  - Soil spray application and Foliar spray application

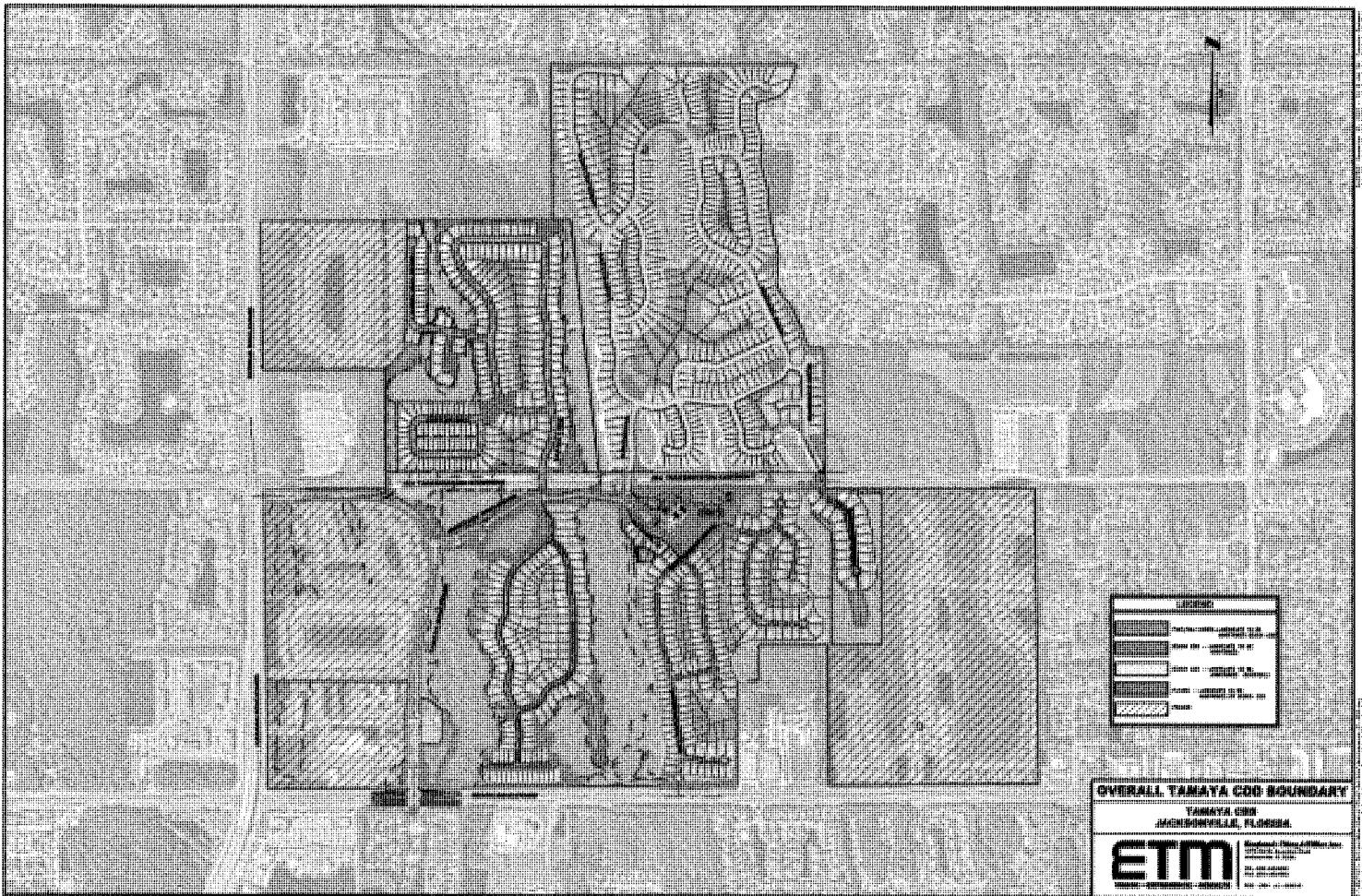
- **OCTOBER**
  - Soil spray application
  - Prodiamine all areas that will be overseeded
  - XL 2g(Surflan) areas that will NOT be overseed but do border seed
  - Spectacle all other areas not overseeded
  - Heavy Milorganite application
  - Overseed with Rye
- **NOVEMBER**
  - Soil spray application
  - 12-22-8 fertilizer application on overseed 1#N/1000
- **DECEMBER**
  - Soil spray application and Foliar spray application
  - Prodiamine application 1#/acre on overseed
  - *\*Iron applications during the winter will Help with quick deep color response.*

**Soil Spray (Week 1)**

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

**EXHIBIT C**

Maintenance Map

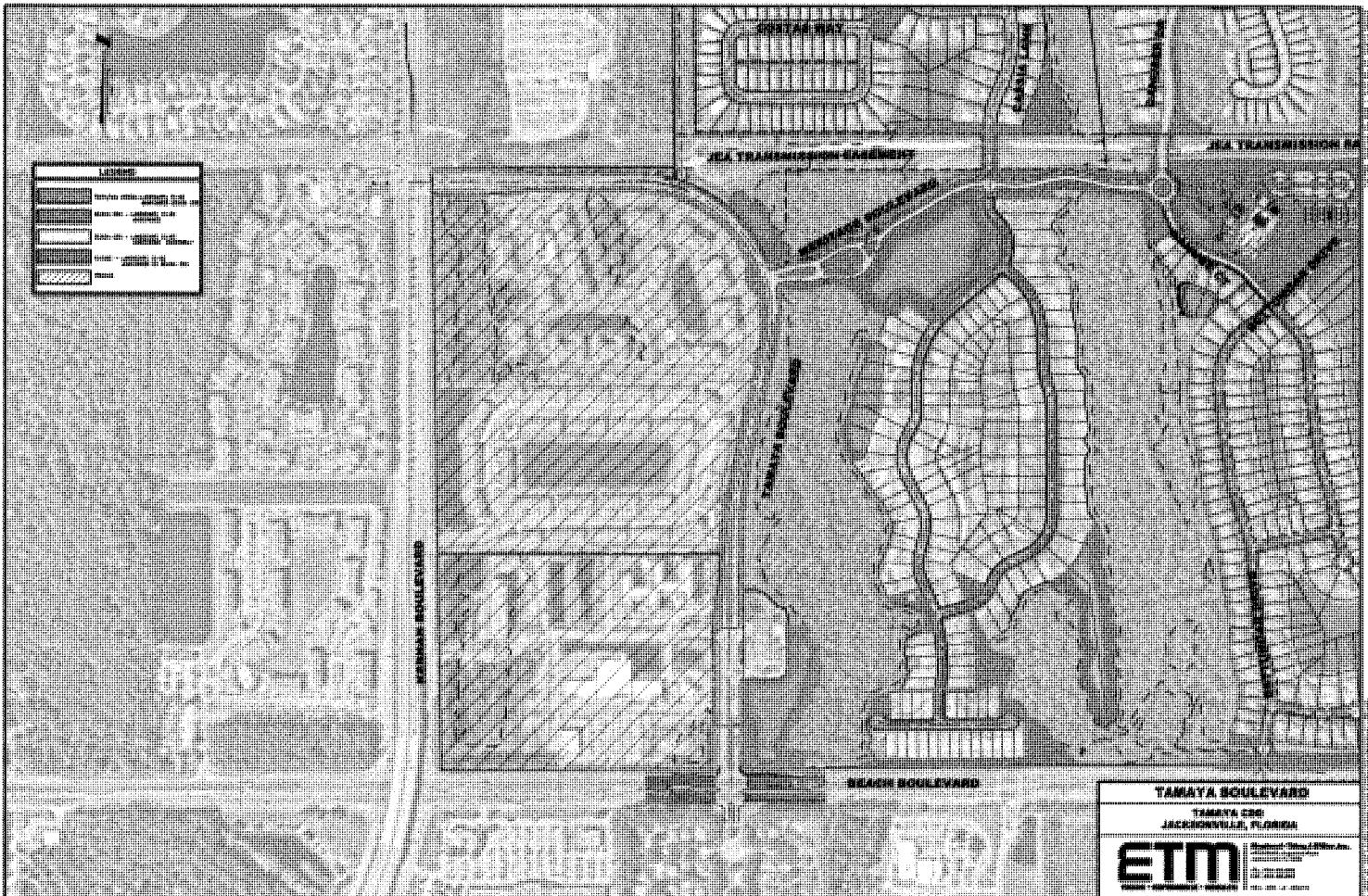


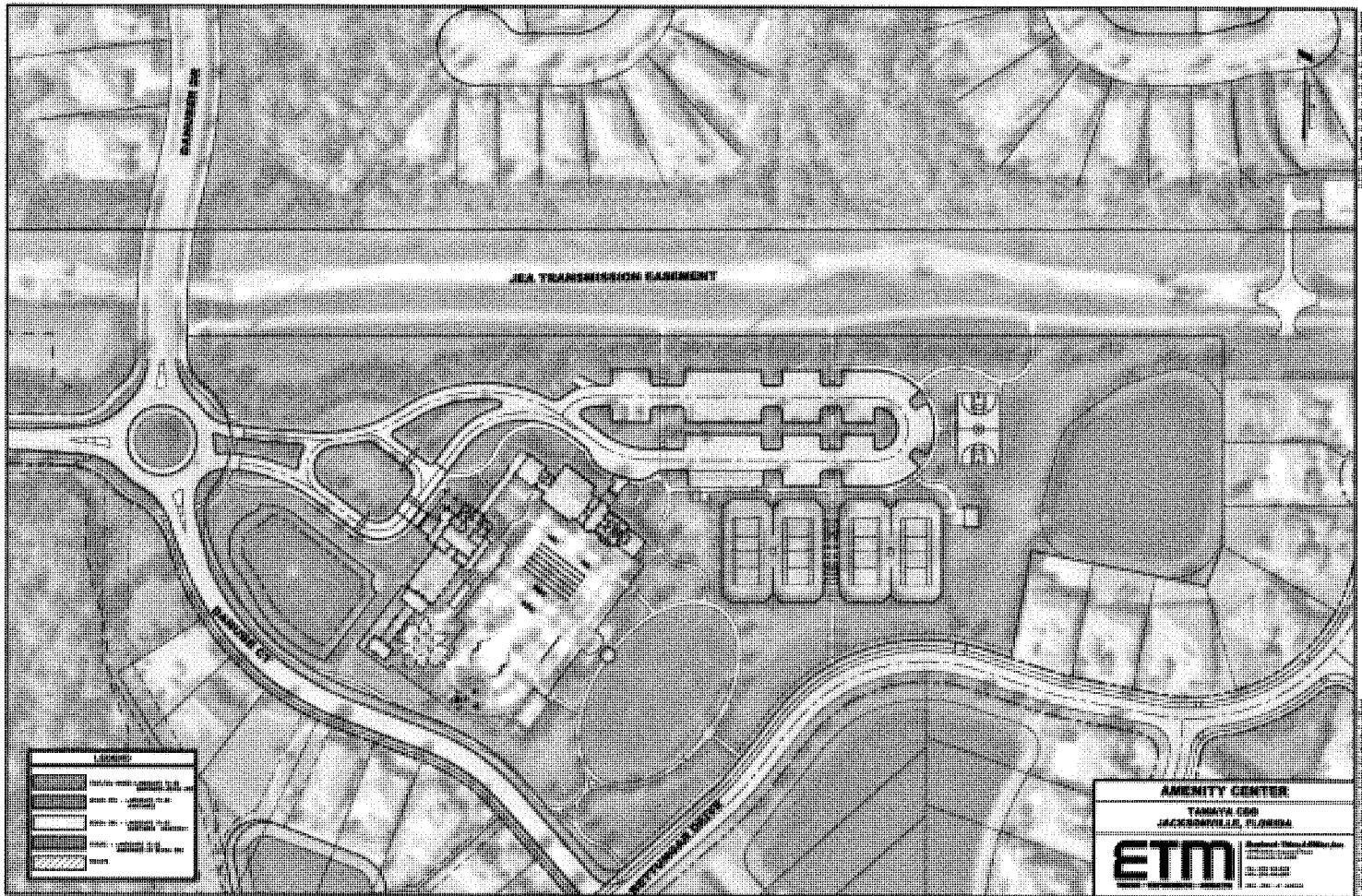
OVERALL TAMAYA CDO BOUNDARY

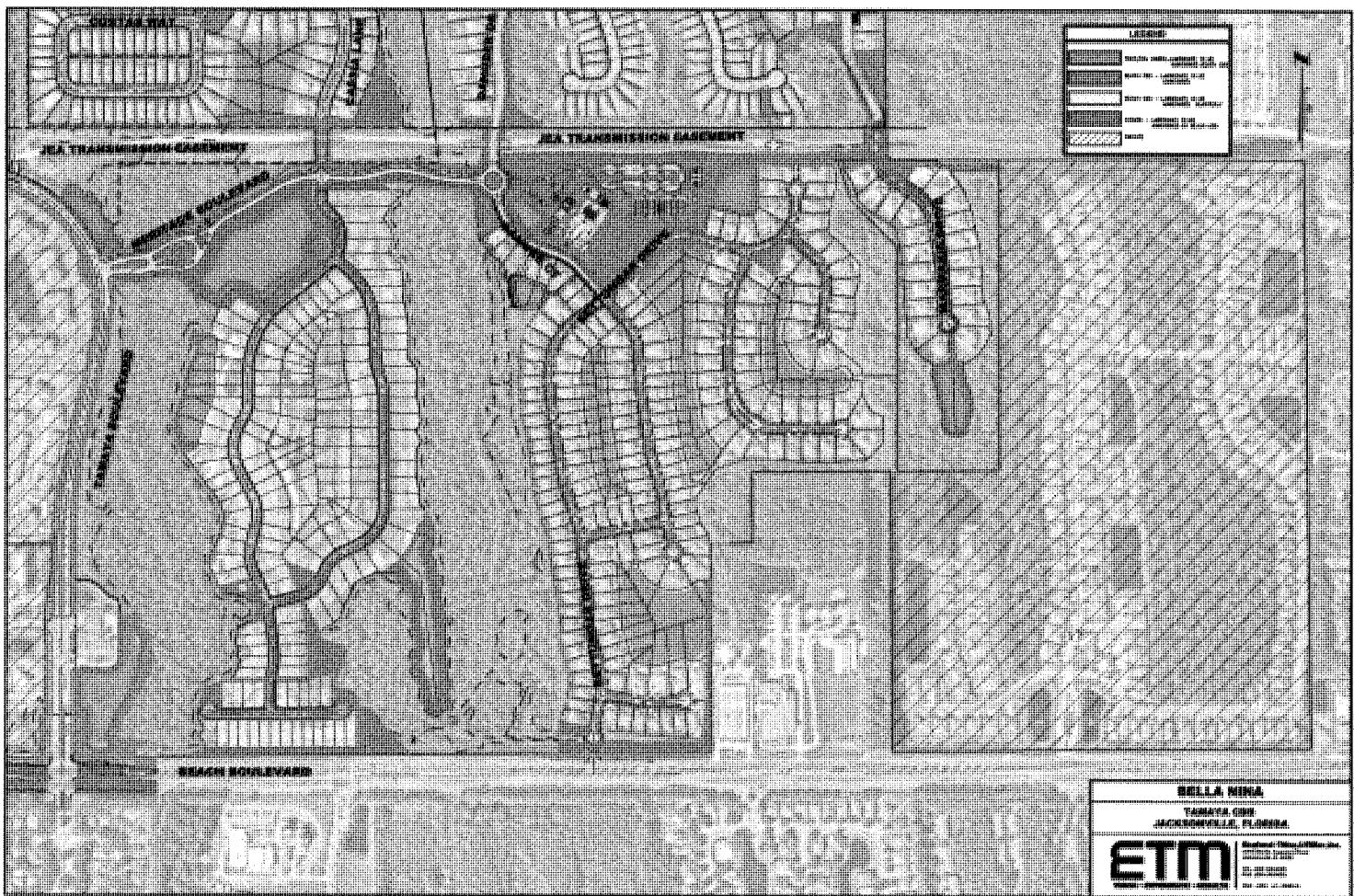
TAMAYA, CHN  
JINZHOU, CHINA, P.R.

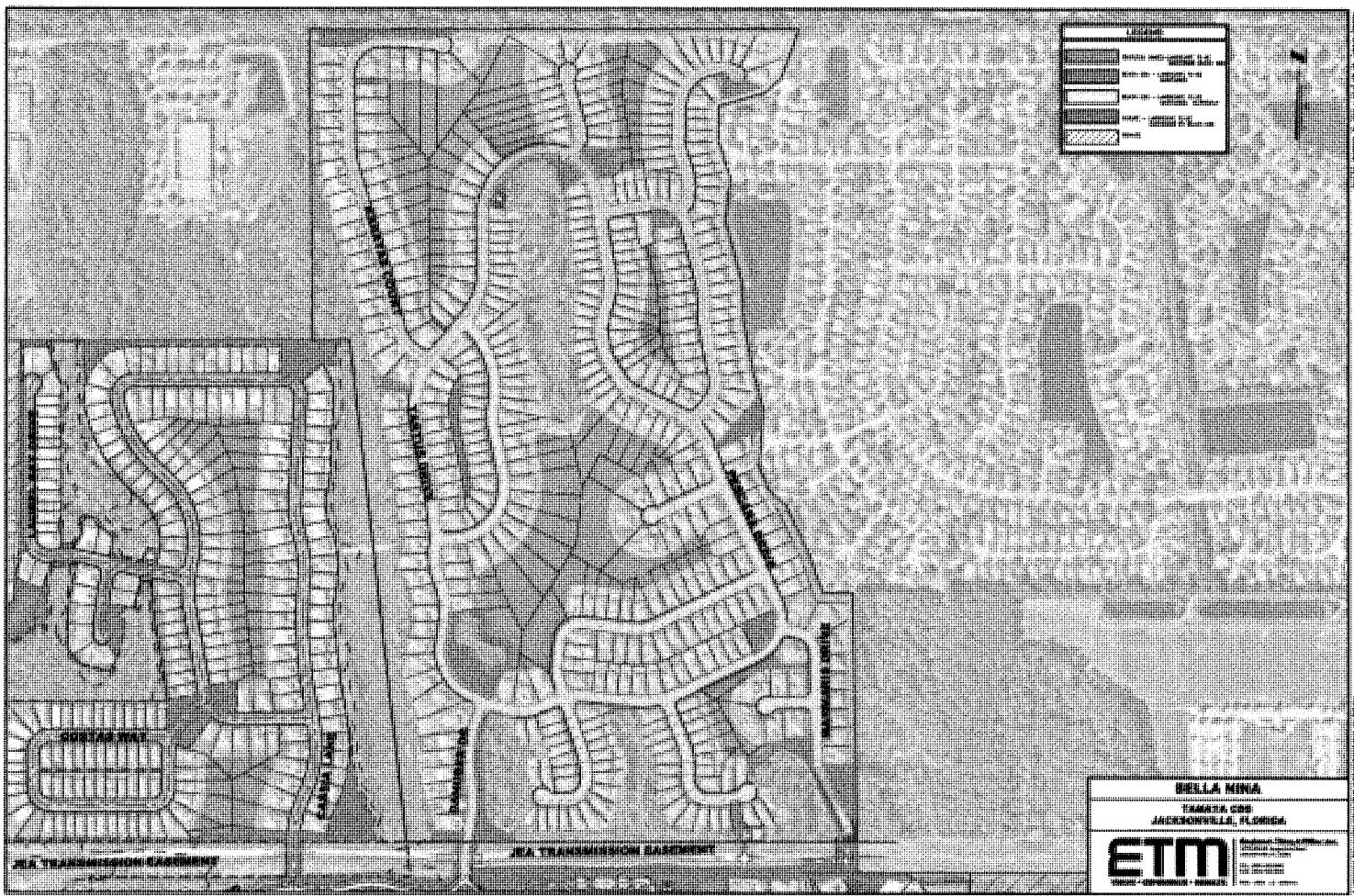
**ETM**

Standard Digital Map  
1:100,000  
2000  
100000  
1000000  
10000000









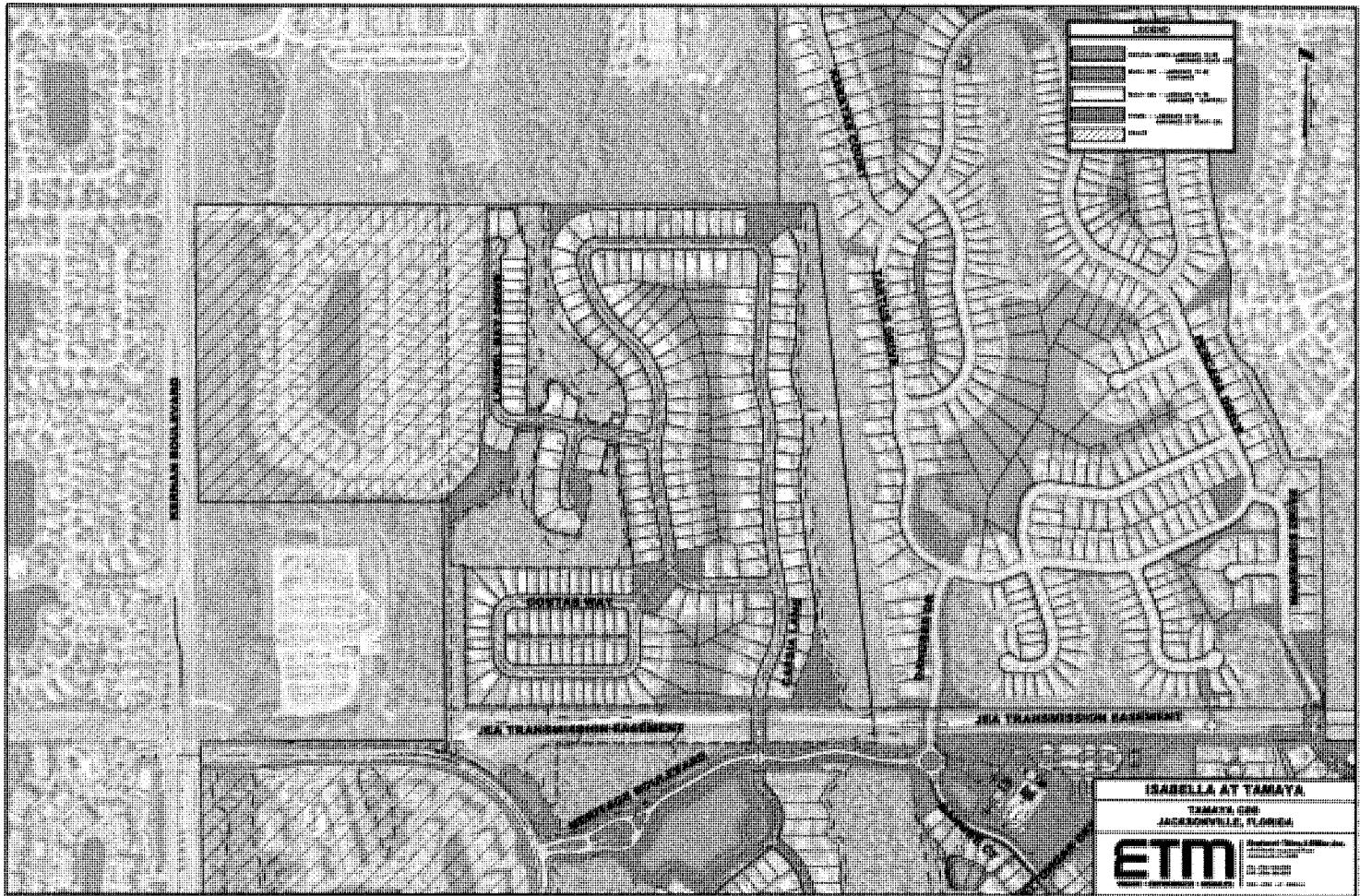
BELLA VISTA

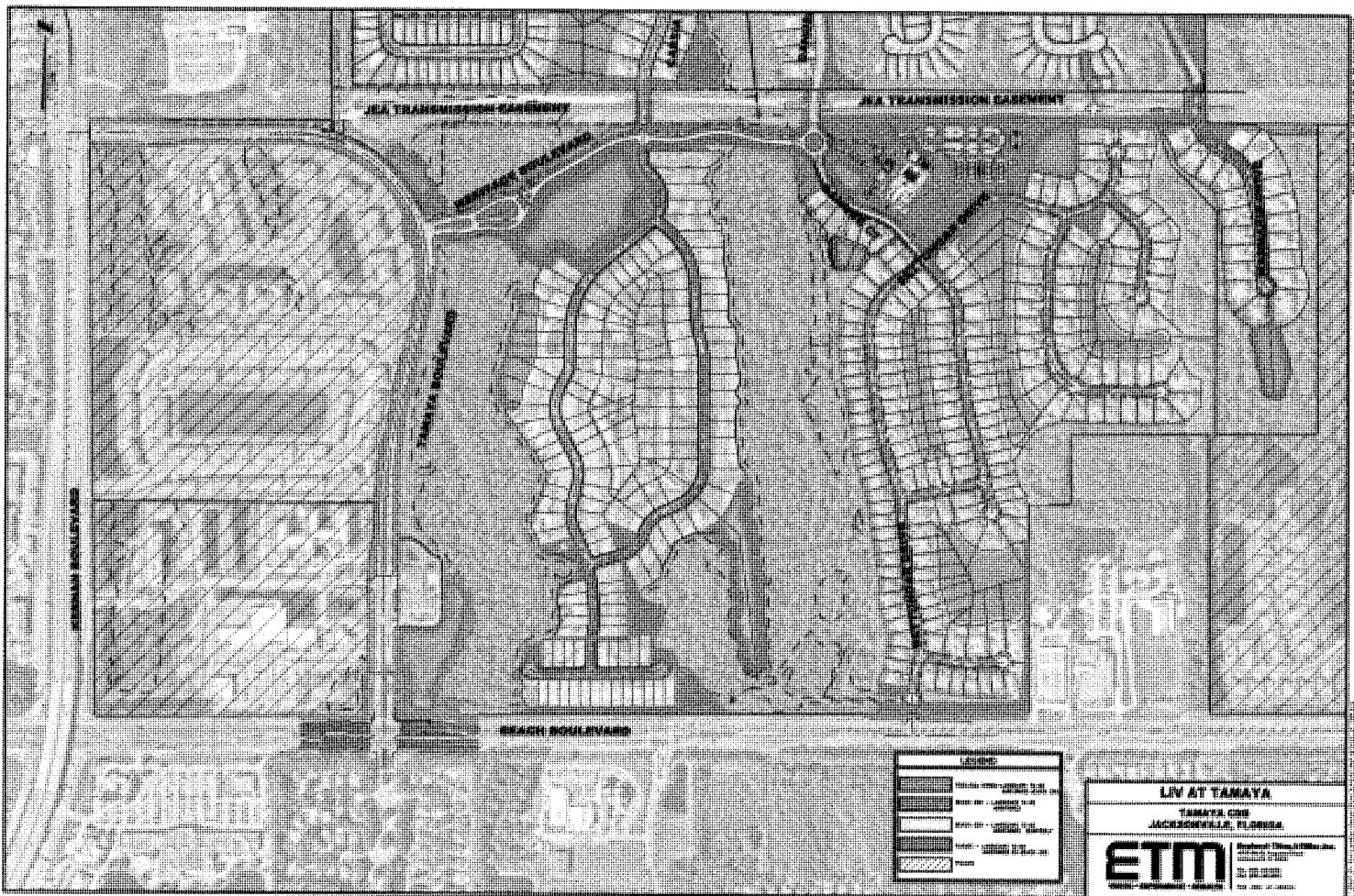
TRAILER CAMP

JACKSONVILLE, FLORIDA

**ETM**

Engineering  
Technology  
Management





LIV AT TAMAYA

TAMAYA, CEBU  
JACKSONVILLE, FL, USA



Entertainment Technology Management  
ETM

## EXHIBIT 15

INDEPENDENT CONTRACTOR AGREEMENT REGARDING TENNIS INSTRUCTION BETWEEN  
BEACH COMMUNITY DEVELOPMENT DISTRICT AND VLADEMYROS MAVROPOULOS-  
STOLIARENKO

THIS AGREEMENT is made and entered into as of this 5<sup>th</sup> day of May, 2025, by and between the **BEACH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to and governed by Chapter 190, *Florida Statutes*, whose mailing address is 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("District") and **VLADEMYROS MAVROPOULOS-STOLIARENKO**, an individual, whose business address is 616 Alhambra Court, Ponte Vedra Beach, Florida 32082 ("Contractor").

RECITALS

WHEREAS, the District has constructed certain recreational improvements including an Amenity Center with associated facilities ("Facilities"); and

WHEREAS, the District desires to enter into an agreement with Contractor to provide for certain tennis instruction services ("Services") at the Facilities; and

WHEREAS, Contractor has agreed to comply with the District's rules and policies for the operation of the Facilities, as they may be amended from time-to-time by the District's Board of Supervisors ("Rules") in connection with the Services at the Facilities; and

WHEREAS, Contractor is licensed, certified, and/or has all approvals required by state and local law to provide the Services and desires to enter into an agreement with the District to do so in accordance with the terms and specifications in this Agreement; and

WHEREAS, the District and Contractor desire to contract and memorialize their understandings and covenants regarding the services the Contractor will provide the District; and

WHEREAS, the District does not warrant that the Facilities are suitable or fit for purposes requested by Contractor but Contractor does believe them to be fit and suitable and Contractor does acknowledge that the District provides no warranties whatsoever.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, the District and Contractor hereby agree as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein as a material part of this Agreement.

2. Duties. The duties, obligations, and responsibilities of the Contractor include but are not limited to the provision of the Services to be held at the District's Facilities at the tennis courts. The Services shall be offered solely for the benefit of "Patrons," as such term is defined in the District's Rules. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are performed. Contractor agrees it possesses all necessary licenses, permits and other authority to provide such services. Contractor agrees to require all individuals who participate in Contractor's class to execute the waiver and release attached hereto as **Exhibit B** ("Waivers") and provide copies of all executed Waivers to the District Manager.

3. Scheduling. Contractor shall coordinate services directly with the District Manager or his/her on-site management designee. This Agreement does not grant Contractor exclusive use of the facilities or any part thereof. Contractor shall schedule all services in advance pursuant to the means and methods set forth by the

District Manager and his/her on-site management designee, who shall have final and absolute discretion with respect to matters related to scheduling.

4. Compensation. Contractor shall be entitled to charge fees as described in **Exhibit A** attached hereto and made a part hereof for participants which shall be collected directly by Contractor. No later than the 15<sup>th</sup> of each month, Contractor shall pay the District 10% of all fees collected by virtue of providing the Services for the immediate prior month.

5. District Policies Apply. Contractor acknowledges that the Facilities are open to use by Patrons and agrees to abide at all times by the District's Policies governing the use of the Facilities and the establishment of fees and rates. Contractor acknowledges that it has received a copy of the District's Policies.

6. Use of Facilities. This Agreement grants to Contractor the right to enter the Facilities that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances, and regulations affecting the provision of the Services.

7. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District. 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.

8. Term. This Agreement shall commence March 5, 2025, and shall continue in effect until terminated by either party hereto. The District or Contractor may terminate this Agreement for any reason whatsoever upon the giving of thirty (30) calendar days written notice to the other. The District may terminate this Agreement immediately for cause.

9. Insurance. Contractor shall at all times while performing the services contemplated by this Agreement maintain a general liability insurance policy naming the District named as an additional insured and issued by an insurance carrier licensed to do business in the State of Florida in an amount of at least one million dollars (\$1,000,000.00), and Contractor agrees to furnish a certificate to the District showing compliance with this section prior to the provision of services.

10. Indemnification. Contractor agrees to defend, indemnify and hold harmless the District and its respective supervisors, officers, agents, employees and contractors from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, including all employees, agents and representatives of Contractor's attendees or persons traveling to, from or near the Facilities, for any injuries, death, theft and real or personal property damage of any nature arising out of, or in connection with, Contractor's use of the Facilities in connection with this Agreement, including litigation or any appellate proceedings with respect thereto. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes.

11. Public Records. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jim Oliver ("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, DMCINNES@VESTAPROPERTIESERVICES.COM, 250 INTERNATIONAL PARKWAY, SUITE 208, LAKE MARY, FLORIDA 32746.**

12. Recovery of Costs and Fees. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.

13. Care of Property. Contractor agrees to use all due care to protect the property of the District, its residents, and landowners from damage, and to require any participants to do the same. Contractor agrees that it shall assume responsibility for any and all damage to the District's facility as a result of Contractor's use under this Agreement which may be attributable to events other than ordinary wear and tear. In the event that any damage to the District's facility occurs, the District shall notify Contractor of such damage. Contractor agrees that the District may make whatever arrangements necessary, in its sole discretion, to promptly make any such repairs as are necessary to preserve the health, safety, and welfare of the District's facilities, residents and landowners. Contractor agrees to reimburse the District for any such repairs within thirty (30) days of receipt of an invoice from the District reflecting the cost of the repairs made under this Paragraph.

14. 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.

15. 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.

16. 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 448.095(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.

17 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.

18 Statement Regarding Chapter 287 Requirements. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- A. Section 287.133, Florida Statutes, titled *Public entity crime, denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, Florida Statutes, titled *Discrimination, denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, Florida Statutes, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, Florida Statutes, titled *Antitrust violations, denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, Florida Statutes, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to be in the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

ATTEST:

David C. McInnes  
(Print Name of Witness) David C. McInnes

BEACH COMMUNITY  
DEVELOPMENT DISTRICT

Elena Korsekova  
Chairperson, Board of Supervisors

ATTEST:

MARIA MAVROPOULOS STOLLAARENKO

VLADEMYROS MAVROPOULOS STOLLAARENKO

**EXHIBIT A**

TO: Beach Creek Community Development District  
Attn: Amenities Manager

Tennis Instruction Services

Days of the Class:

Time: \_\_\_\_\_

Duration: \_\_\_\_\_

Location: Tennis Courts

Cost: \$80 per class, with 10% of each class to be paid to the  
CDD

## EXHIBIT B

### BEACH CREEK COMMUNITY DEVELOPMENT DISTRICT RESIDENT FACILITY USE WAIVER AND RELEASE

**READ THIS DOCUMENT CAREFULLY BEFORE SIGNING. THIS WAIVER AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING A FUTURE LAWSUIT.**

In consideration for the ability to use the Beach Creek Community Development District's (the "District") recreation improvements for the purpose of tennis instruction ("Activity"), I, \_\_\_\_\_, on behalf of myself, my personal representatives, my minor children and my heirs hereby voluntarily agree to indemnify, defend, release, hold harmless, and forever discharge the District, and its present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors from any and all liability, claims, lawsuits, actions, suits, or demands, whether known or unknown, in law or equity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney's fees, expert witness fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, my, my children's and my guests' use of the facilities and lands owned by the District in connection with the Activity. This shall include, but is not limited to, all claims for damage to equipment, negligence, partial or permanent disability, the provision of first aid, medical care, medical treatment, or medical decisions, and any claims for medical or hospital expenses.

I know that participating in the Activity is a potentially hazardous activity, and that I should not participate unless I am medically able to do so and properly trained. I consent to participate in the Activity and assume all risks associated with such participation including, but not limited to: falls, contact with other participants or event personnel, nonparticipants on the course, the effects of weather, course conditions, and my own physical and mental state of health. I waive any and all claims which I might have based on any of those and other risks typically found in participating in this type of activity. I acknowledge all such risks are known and understood by me. I also acknowledge that it is my own responsibility to ensure that I am sufficiently physically fit to participate in the Activity, but nevertheless agree to abide by all decisions of any official relative to my ability to safely complete the course. I certify as a material condition to my being permitted to participate that I am physically fit and sufficiently trained for participation in the Activity and that a licensed Medical Doctor has verified my physical condition.

I expressly acknowledge that I assume all risk for any and all injuries and illness that may result from my, my child's and my guests' participation in the Activity, including, but not limited to any injuries sustained by me, my children, and my guests. Without limiting the foregoing, I hereby acknowledge and agree that the District will not in any way sponsor, endorse, supervise or oversee the Activity. This Waiver and Release is binding upon me, my children, my guests, my heirs, executors, legal representatives, and successors. The provisions of this Waiver and Release will continue in full force and effect for each and every time I participate in the Activity and even after the conclusion of my use of the District's property and participation in the Activity. The provisions of this Waiver and Release may be waived, altered or amended or repealed, in whole or in part, only upon the prior written consent of the District.

I understand that this document is intended to be as broad and inclusive as permitted by the laws of the State of Florida. I further understand that nothing in this waiver and release shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes* or other statute or law. I agree that if any portion of this waiver and release is deemed invalid, that the remainder will remain in full force and effect.

**I CERTIFY THAT I (OR A PARENT OR ADULT GUARDIAN FOR ALL CHILDREN UNDER 18 YEARS) HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT AND FURTHER UNDERSTAND THAT BY SIGNING THIS DOCUMENT THAT I AM WAIVING CERTAIN LEGAL RIGHTS AND REMEDIES. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL. I UNDERSTAND THAT BY SIGNING BELOW, SUCH WAIVER AND RELEASE, INCLUDING ALL OF THE TERMS IN THE PRECEDING PARAGRAPHS, SHALL APPLY TO MY PARTICIPATION IN THE OBSTACLE COURSE EVENT.**

Printed Name

Mailing Address

Telephone Number

Participant Signature

Date

Signature of Parent/Guardian  
(if participant is under 18)

Date

**PRIVACY NOTICE:** Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, *Florida Statutes*, please notify the District Manager.

**NOTE TO STAFF:** THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/06/2025

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).

PRODUCER	ESP Insurance Brokerage, LLC 101 Creekside Crossing, Ste. 1700-264 Brentwood	CONTACT NAME: Lauren Quinn	FAX (A/C, No.):	
		PHONE (A/C, No. Ext): (877) 670-2377		
INSURED	Racquet Sports Professionals Association, Inc. 11961 Performance Drive Orlando	E-MAIL ADDRESS: lauren.kachadorian@espspecialty.com		
		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Everest Indemnity Insurance Co.		10851
		INSURER B: Everest National Insurance Company		10120
		INSURER C:		
		INSURER D:		
INSURER E:				
INSURER F:				

COVERAGES		CERTIFICATE NUMBER: CL2412240611		REVISION NUMBER:	
<p>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.</p>					
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY) LIMITS
A	COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/>	Y	GCI0010062-241	12/31/2024 12/31/2025	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	MED EXP (Any one person) \$ 0				
	PERSONAL & ADV INJURY \$ 1,000,000				
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$ 2,000,000	
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG \$ 1,000,000	
OTHER:				\$	
B	AUTOMOBILE LIABILITY  ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/>	SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/>			COMBINED SINGLE LIMIT (Ea accident) \$
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE (Per accident) \$				
	\$				
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/>	N/A	GCI0010061-241	12/31/2024 12/31/2025	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000				
	\$				
DED RETENTION \$				PER STATUTE \$ OTH-ER \$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$	
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - EA EMPLOYEE \$	
				E.L. DISEASE - POLICY LIMIT \$	

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

RSPA Members are insured for General Liability for playing, teaching or officiating in tennis, pickleball, padel, platform tennis and squash.

Vlade Mavropoulos Stoliarenko  
#81928

Beach Community Development District - C/O Vesta Property Services is included as additional insured with respects the general liability required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

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

*Chris Price*

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

#### SCHEDULE

**Name Of Additional Insured Person(s) Or Organization(s):**

Beach Community Development District - C/O  
Vesta  
Property Services  
245 Riverside Avenue Suite 300  
Jacksonville FL 32202

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

## EXHIBIT 16

## EXHIBIT 16A

October 26, 2023

Work Order No. 22-164.04  
File No. 128H-20.04D

### CDD Transfer Parcel 4

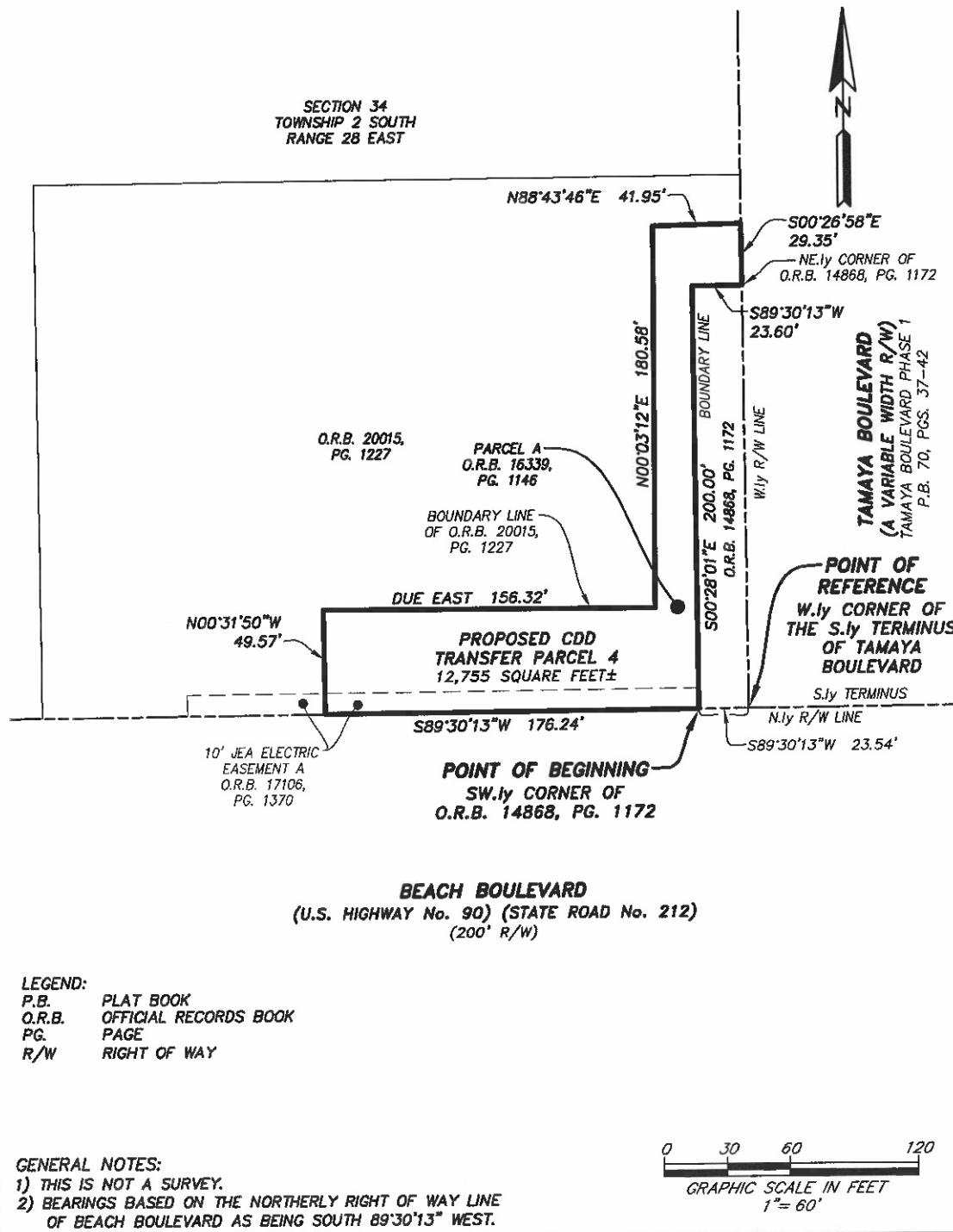
A portion of Section 34, Township 2 South, Range 28 East, Duval County, Florida, being a portion of Parcel A, as described and recorded in Official Records Book 16339, page 1146, of the current Public Records of said county, being more particularly described as follows:

For a Point of Reference, commence at the Westerly corner of the Southerly terminus of Tamaya Boulevard, a variable width right of way, as depicted on Tamaya Boulevard Phase 1, recorded in Plat Book 70, pages 37 through 42, of said current Public Records, said corner lying on the Northerly right of way line of Beach Boulevard (U.S. Highway No. 90) (State Road No. 212), a 200 foot right of way as presently established; thence South  $89^{\circ}30'13''$  West, along said Northerly right of way line, 23.54 feet to the Southwesterly corner of those lands described and recorded in Official Records Book 14868, page 1172, of said current Public Records and the Point of Beginning.

From said Point of Beginning, thence continue South  $89^{\circ}30'13''$  West, along said Northerly right of way line, 176.24 feet to a point lying on the boundary line of those lands described and recorded in Official Records Book 20015, page 1227, of said current Public Records; thence along said boundary line the following 4 courses: Course 1, thence North  $00^{\circ}31'50''$  West, departing said Northerly right of way line, 49.57 feet; Course 2, thence Due East, 156.32 feet; Course 3, thence North  $00^{\circ}03'12''$  East, 180.58 feet; Course 4, thence North  $88^{\circ}43'46''$  East, 41.95 feet to a point lying on the Westerly right of way line of said Tamaya Boulevard; thence South  $00^{\circ}26'58''$  East, departing said boundary line and along said Westerly right of way line, 29.35 feet to the Northeasterly corner of those lands described and recorded in said Official Records Book 14868, page 1172; thence South  $89^{\circ}30'13''$  West, departing said Westerly right of way line and along the boundary line of last said lands, 23.60 feet; thence South  $00^{\circ}28'01''$  East, continuing along said boundary line, 200.00 feet to the Point of Beginning.

Containing 12,755 square feet, more or less.

**SKETCH TO ACCOMPANY DESCRIPTION OF  
A PORTION OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 28 EAST,  
DUVAL COUNTY, FLORIDA, BEING A PORTION OF PARCEL A,  
AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16339,  
PAGE 1146, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY,  
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.**



**ETM**  
Surveying & Mapping, Inc.  
VISION • EXPERIENCE • RESULTS

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED  
USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS  
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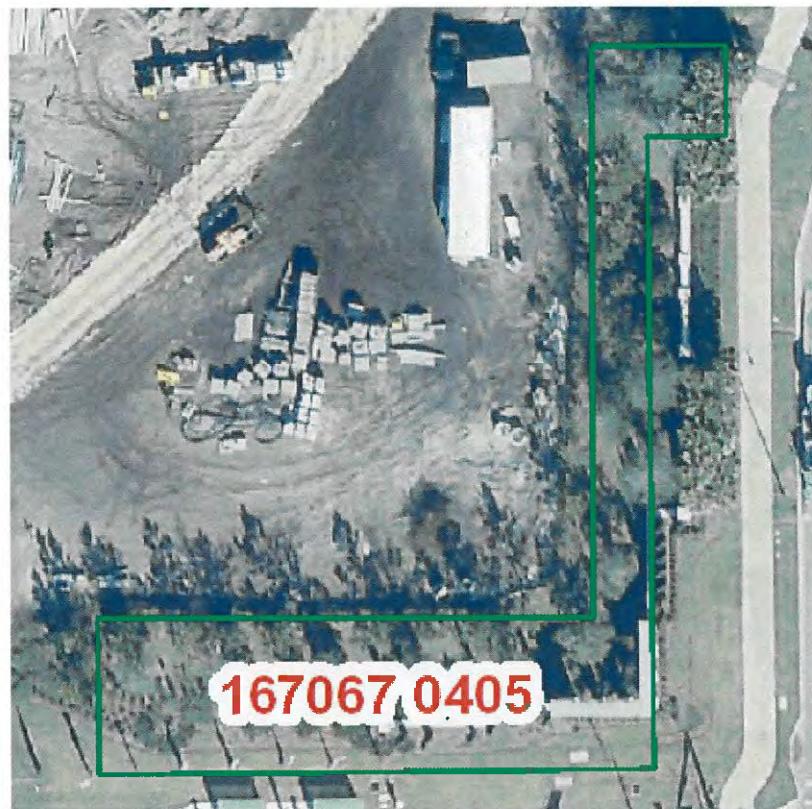


Digital Signature  
by: Bob L.  
Pittman, P.S.M.

**BOB L. PITTMAN**  
PROFESSIONAL SURVEYOR AND MAPPER  
STATE OF FLORIDA PSM No. 4827

14775 Old St. Augustine Road, Jacksonville, FL 32258  
Tel: (904) 642-8550 Fax: (904) 642-4165  
Certificate of Authorization No.: LB 3624

SCALE: 1"=60'  
DATE: OCTOBER 26, 2023



Mike Veazey

**From:** Mike Veazey  
**Sent:** Thursday, December 7, 2023 4:48 PM  
**To:** Mike Veazey  
**Subject:** TAMAYA Beach Entrance



Sent from my iPhone

Mike Veazey

---

**From:** Mike Veazey  
**Sent:** Thursday, December 7, 2023 4:37 PM  
**To:** Mike Veazey  
**Subject:** TAMAYA Beach Entrance



Sent from my iPhone

## EXHIBIT 16B

Revised December 8, 2023  
October 10, 2023  
Page 1 of 2

Work Order No. 22-164.03  
File No. 128H-20.03A

### CDD Transfer Parcel 6

A portion of Section 34, Township 2 South, Range 28 East, Duval County, Florida, being a portion of Parcel A, as described and recorded in Official Records Book 16339, page 1146, of the current Public Records of said county, being more particularly described as follows:

For a Point of Beginning, commence at the Southwesterly corner of Liv at Tamaya, as recorded in Plat Book 80, pages 79 through 95, of said current Public Records, said corner lying on the Northerly right of way line of Beach Boulevard (U.S. Highway No. 90) (State Road No. 212), a 200 foot right of way as presently established; thence South 89°30'13" West, along said Northerly right of way line, 412.08 feet to the Southeasterly corner of those lands described and recorded in Official Records Book 14868, page 1172, of said current Public Records; thence North 00°30'02" West, departing said Northerly right of way line and along the boundary line of last said lands, 200.00 feet; thence South 89°30'13" West, continuing along said boundary line, 34.18 feet to the Northwesterly corner thereof, said corner lying on the Easterly right of way line of Tamaya Boulevard, a variable width right of way as presently established; thence North 00°26'58" West, departing said boundary line and along said Easterly right of way line, 215.27 feet to the Southwesterly corner of those lands described and recorded in Official Records Book 14999, page 470, of said current Public Records; thence along the boundary line of last said lands the following 10 courses: Course 1, thence Due East, departing said Easterly right of way line, 33.86 feet; Course 2, thence North 89°59'53" East, 121.68 feet to the point of curvature of a curve concave Northwesterly having a radius of 51.50 feet; Course 3, thence Northeasterly along the arc of said curve, through a central angle of 89°59'53", an arc length of 80.89 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 44°59'56" East, 72.83 feet; Course 4, thence Due North, 209.02 feet; Course 5, thence North 03°32'23" East, 28.99 feet; Course 6, thence North 14°58'32" West, 44.10 feet; Course 7, thence North 73°30'09" West, 37.61 feet; Course 8, thence North 46°04'25" West, 80.24 feet; Course 9, thence North 62°26'52" West, 42.68 feet; Course 10, thence South 89°33'02" West, 69.02 feet to the Northwesterly corner thereof, said corner lying on said Easterly right of way line of Tamaya Boulevard; thence along said Easterly right of way line the following 8 courses: Course 1, thence North 00°26'58" West, departing said boundary line, 186.12 feet to the point of curvature of a curve concave Easterly having a radius of 2230.00 feet; Course 2, thence Northerly along the arc of said curve, through a central angle of 13°14'03", an arc length of 515.09 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 06°10'04" East, 513.94 feet; Course 3, thence North 12°47'05" East, 444.45 feet to the point of curvature of a curve concave Westerly having a radius of 670.50 feet; Course 4, thence Northerly along the arc of said curve, through a

Revised December 8, 2023

October 10, 2023

Page 2 of 2

Work Order No. 22-164.03

File No. 128H-20.03A

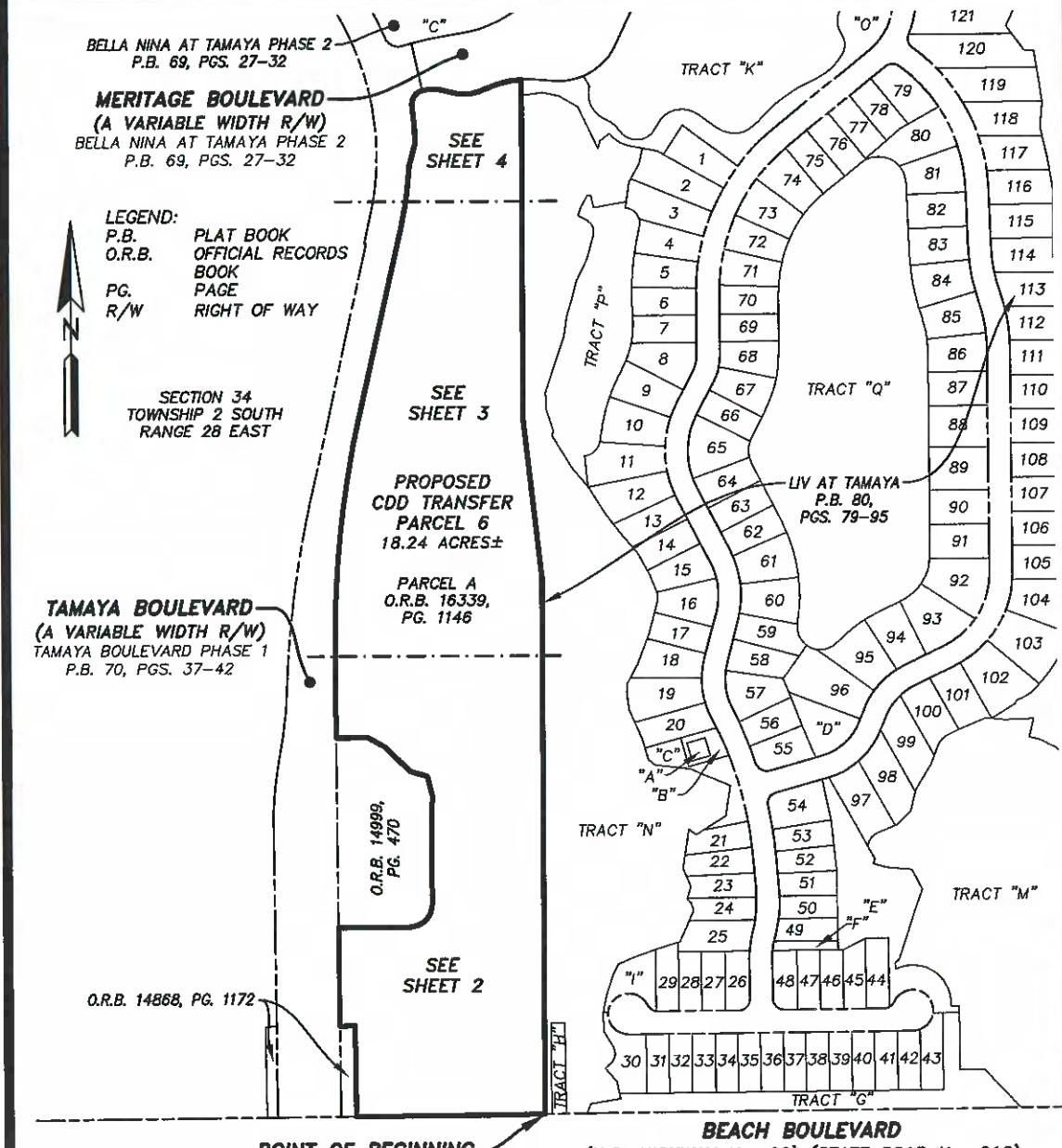
### **CDD Transfer Parcel 6 (continued)**

central angle of  $10^{\circ}43'04''$ , an arc length of 125.43 feet to a point on said curve, said arc being subtended by a chord bearing and distance of North  $07^{\circ}25'33''$  East, 125.24 feet; Course 5, thence North  $14^{\circ}41'37''$  East, along a non-tangent line, 51.72 feet to a point on a non-tangent curve concave Westerly having a radius of 679.50 feet; Course 6, thence Northerly along the arc of said curve, through a central angle of  $07^{\circ}05'00''$ , an arc length of 84.00 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North  $04^{\circ}24'06''$  West, 83.95 feet; Course 7, thence Northeasterly along the arc of a curve concave Southeasterly having a radius of 30.00 feet, through a central angle of  $84^{\circ}03'59''$ , an arc length of 44.02 feet to a point of compound curvature, said point being the Southerly corner of the Westerly terminus of Meritage Boulevard, a variable width right of way, as depicted on Bella Nina at Tamaya Phase 2, recorded in Plat Book 69, pages 27 through 32, of said current Public Records, said arc being subtended by a chord bearing and distance of North  $34^{\circ}05'24''$  East, 40.17 feet; thence Easterly along the Southerly right of way line of said Meritage Boulevard the following 3 courses: Course 1, thence Easterly along the arc of a curve concave Southerly having a radius of 100.00 feet, through a central angle of  $32^{\circ}37'30''$ , an arc length of 56.94 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South  $87^{\circ}33'52''$  East, 56.18 feet; Course 2, thence Easterly along the arc of a curve concave Northerly having a radius of 108.00 feet, through a central angle of  $44^{\circ}50'09''$ , an arc length of 84.51 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North  $86^{\circ}19'49''$  East, 82.37 feet; Course 3, thence Easterly along the arc of a curve concave Southerly having a radius of 207.00 feet, through a central angle of  $22^{\circ}31'03''$ , an arc length of 81.35 feet to a point on said curve, said point being the Northwesterly corner of said Liv at Tamaya, said arc being subtended by a chord bearing and distance of North  $75^{\circ}10'16''$  East, 80.83 feet; thence along the Westerly line of said Liv at Tamaya the following 3 courses: Course 1, thence Due South, departing said Southerly right of way line and along a non-tangent line, 746.46 feet; Course 2, thence South  $06^{\circ}23'49''$  East, 350.00 feet; Course 3, thence Due South, 1180.00 feet to the Point of Beginning.

Containing 18.24 acres, more or less.

# SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 28 EAST,  
 DUVAL COUNTY, FLORIDA, BEING A PORTION OF PARCEL A,  
 AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16339,  
 PAGE 1146, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY,  
 BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



SHEET 1 OF 4

REVISED PARCEL NUMBER; DECEMBER 8, 2023

GENERAL NOTES:

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE NORTHERLY RIGHT OF WAY LINE  
 OF BEACH BOULEVARD AS BEING SOUTH 89°30'13" WEST.

0 150 300 600

GRAPHIC SCALE IN FEET  
 1"=300'

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED  
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**ETM**  
 Surveying & Mapping, Inc.  
 VISION • EXPERIENCE • RESULTS

14775 Old St. Augustine Road, Jacksonville, FL. 32258  
 Tel: (904) 642-8550 Fax: (904) 642-4165  
 Certificate of Authorization No.: LB 3624

SCALE: 1"=300'  
 DATE: OCTOBER 10, 2023

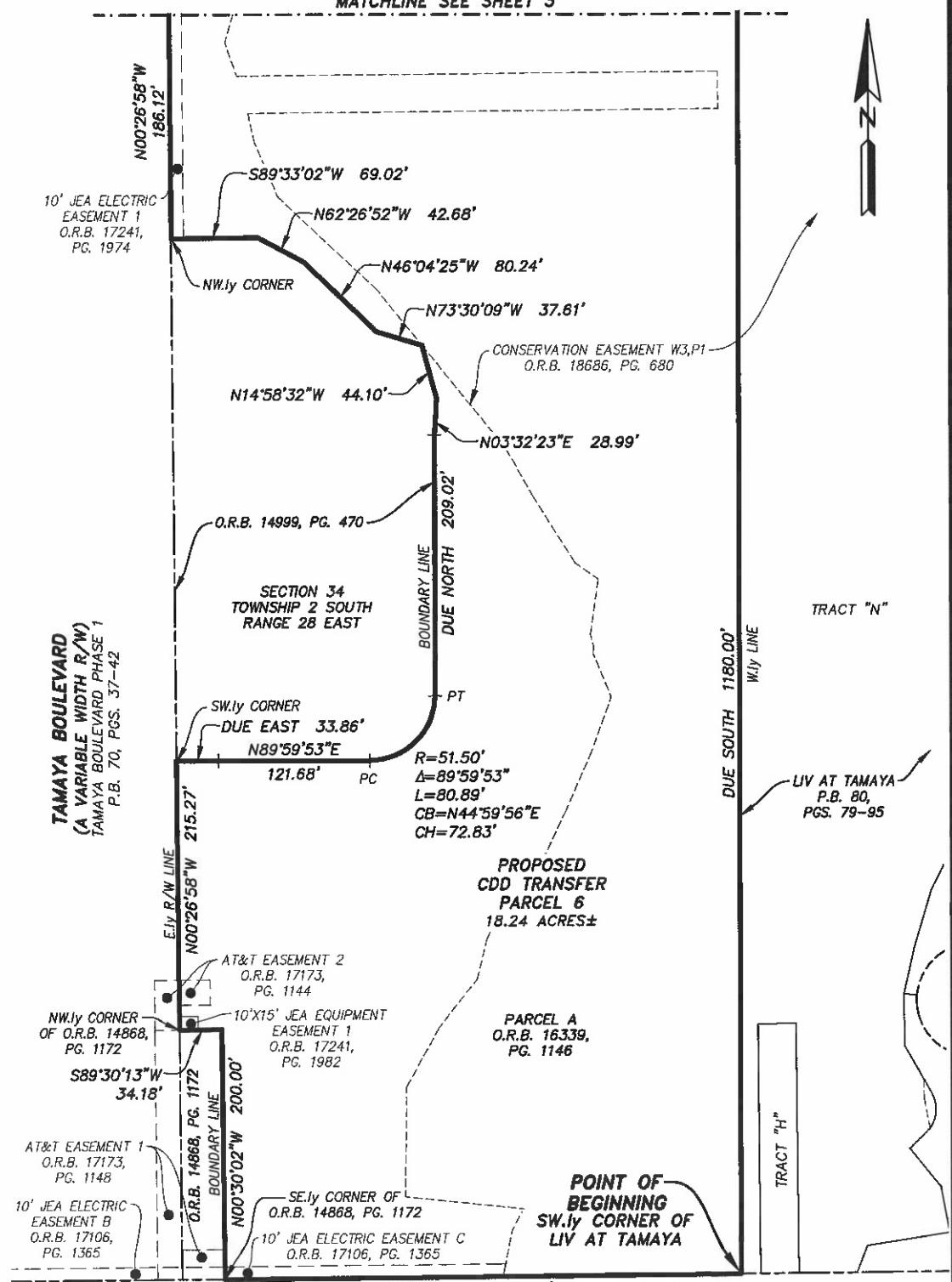


Digital Signature  
 by: Bob L.  
 Pittman, P.S.M.

**BOB L. PITTMAN**  
 PROFESSIONAL SURVEYOR AND MAPPER  
 STATE of FLORIDA PSM No. 4827

A PORTION OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 28 EAST,  
DUVAL COUNTY, FLORIDA, BEING A PORTION OF PARCEL A,  
AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16339,  
PAGE 1146, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY.

MATCHLINE SEE SHEET 3



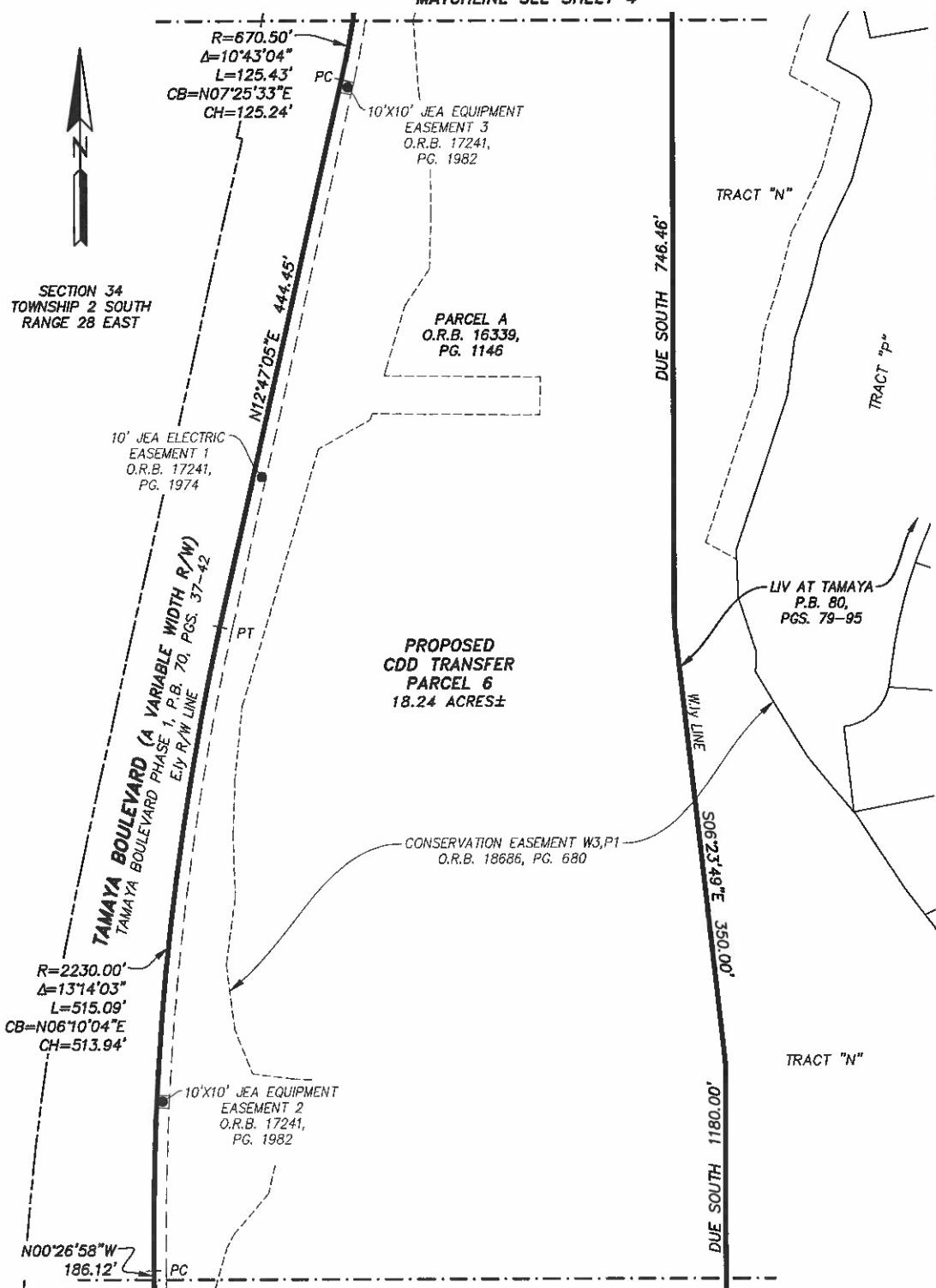
SHEET 2 OF 4  
SEE SHEET 1 FOR GENERAL NOTES.

PREPARED BY:  
ETM SURVEYING & MAPPING, INC.  
14775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. LB 3624

0 50 100 200  
GRAPHIC SCALE IN FEET  
1" = 100'

A PORTION OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 28 EAST,  
 DUVAL COUNTY, FLORIDA, BEING A PORTION OF PARCEL A,  
 AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16339,  
 PAGE 1146, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY.

MATCHLINE SEE SHEET 4



LEGEND:	
P.B.	PLAT BOOK
O.R.B.	OFFICIAL RECORDS BOOK
PG.	PAGE
R/W	RIGHT OF WAY
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R	RADIUS
A	CENTRAL ANGLE
L	ARC LENGTH
CB	CHORD BEARING
CH	CHORD DISTANCE

0 50 100 200  
 GRAPHIC SCALE IN FEET  
 1"=100'  
 PREPARED BY:  
 ETM SURVEYING & MAPPING, INC.  
 14775 OLD ST. AUGUSTINE ROAD  
 JACKSONVILLE, FL 32258 (904) 642-8550  
 CERTIFICATE OF AUTHORIZATION NO. LB 3624



**PROPERTIES**  
DUVAL MAPS≡  

Mike Veazey

---

**From:** Mike Veazey  
**Sent:** Thursday, December 7, 2023 4:38 PM  
**To:** Mike Veazey  
**Subject:** TAMAYA Conservation Tract







Sent from my iPhone

## EXHIBIT 16C

Revised December 8, 2023  
October 10, 2023

Work Order No. 22-164.03  
File No. 128H-20.03B

### CDD Transfer Parcel 7

A portion of Section 34, Township 2 South, Range 28 East, Duval County, Florida, being a portion of Parcel A, as described and recorded in Official Records Book 16339, page 1146, of the current Public Records of said county, being more particularly described as follows:

For a Point of Beginning, commence at the Northwesterly corner of Bella Nina at Tamaya Phase 2, as recorded in Plat Book 69, pages 27 through 32, of said current Public Records; thence Due South, along the Westerly line of said Bella Nina at Tamaya Phase 2, a distance of 278.41 feet; thence South  $55^{\circ}55'16''$  West, continuing along said Westerly line, 145.00 feet to the Westerly corner thereof, said corner lying on the Northerly right of way line of Tamaya Boulevard, a variable width right of way as presently established; thence Northwesterly along said Northerly right of way line the following 4 courses: Course 1, thence Northwesterly, departing said Westerly line and along the arc of a non-tangent curve concave Southwesterly having a radius of 670.50 feet, through a central angle of  $60^{\circ}52'44''$ , an arc length of 712.43 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $59^{\circ}41'12''$  West, 679.39 feet; Course 2, thence South  $89^{\circ}52'26''$  West, 451.88 feet to the point of curvature of a curve concave Northerly having a radius of 300.00 feet; Course 3, thence Westerly along the arc of said curve, through a central angle of  $18^{\circ}12'25''$ , an arc length of 95.33 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North  $81^{\circ}01'22''$  West, 94.93 feet; Course 4, thence Westerly along the arc of a curve concave Southerly having a radius of 300.00 feet, through a central angle of  $18^{\circ}12'49''$ , an arc length of 95.37 feet to a point lying on the Northerly line of said Section 34, said arc being subtended by a chord bearing and distance of North  $81^{\circ}01'34''$  West, 94.97 feet; thence North  $89^{\circ}52'36''$  East, departing said Northerly right of way line, along said Northerly line and along a non-tangent line, 820.66 feet to a point lying on the Westerly line of Isabella at Tamaya Phase 2, as recorded in Plat Book 76, pages 147 through 157, of said current Public Records; thence South  $00^{\circ}45'10''$  East, departing said Northerly line and along said Westerly line, 14.86 feet to the Southwesterly corner thereof; thence North  $89^{\circ}52'01''$  East, along the Southerly line of last said lands, 525.19 feet to the Point of Beginning.

Containing 2.86 acres, more or less.

**SKETCH TO ACCOMPANY DESCRIPTION OF**

A PORTION OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 28 EAST,  
DUVAL COUNTY, FLORIDA, BEING A PORTION OF PARCEL A,  
AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 16339,  
PAGE 1146, OF THE CURRENT PUBLIC RECORDS OF SAID COUNTY,  
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.

REVISED PARCEL NUMBER: DECEMBER 8, 2023

**GENERAL NOTES:**

- 1) THIS IS NOT A SURVEY.
- 2) BEARINGS BASED ON THE NORTHERLY LINE OF SECTION 34 AS BEING NORTH 89°52'36" EAST.

# ETM

Surveying & Mapping, Inc.

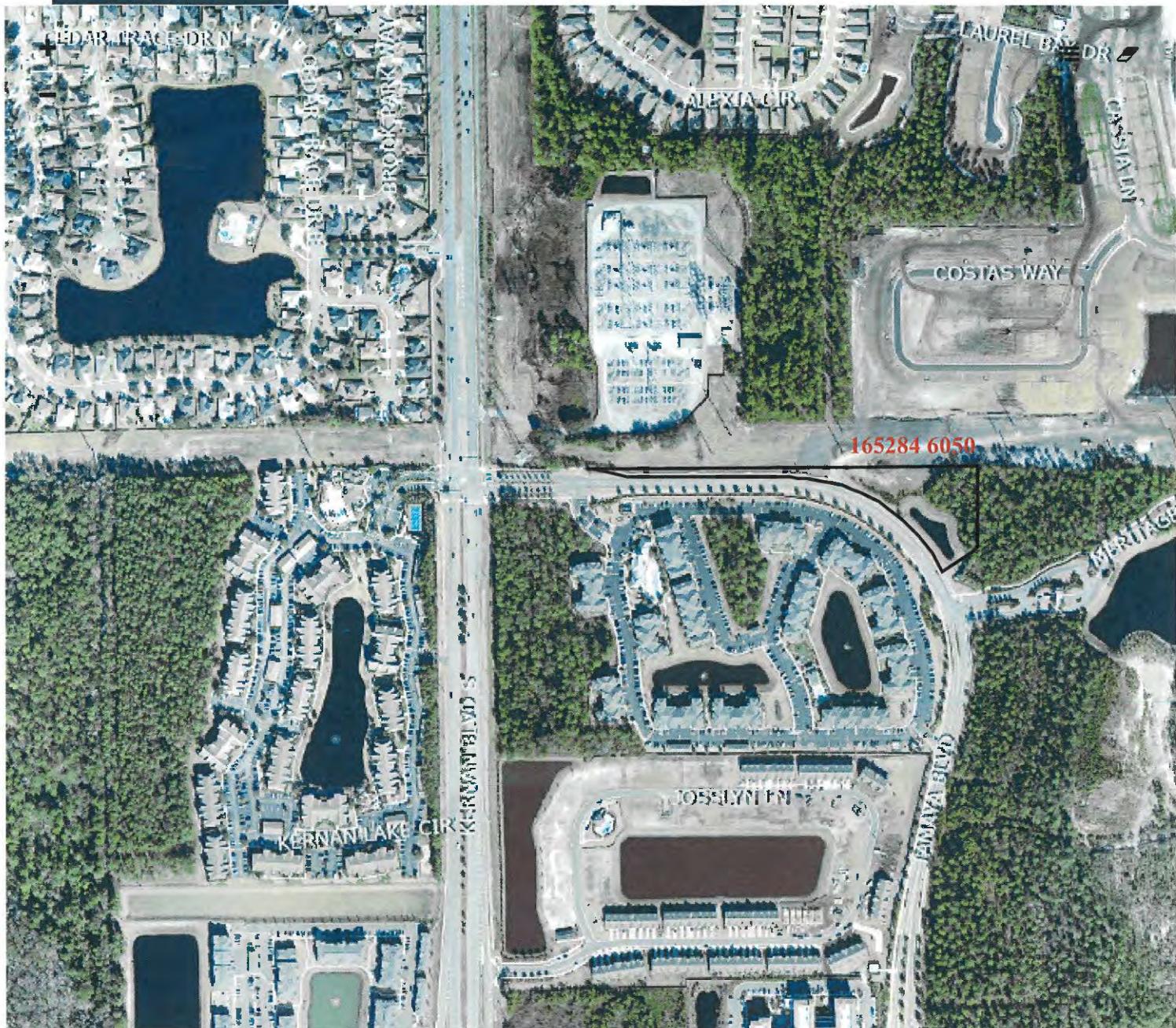
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Digital Signature  
by: Bob L.  
Pittman, P.S.M.

14775 Old St. Augustine Road, Jacksonville, FL 32258  
Tel: (904) 642-8550 Fax: (904) 642-4165  
Certificate of Authorization No.: LB 3624

SCALE: 1"=200' BOB L. PITTMAN  
DATE: OCTOBER 10, 2023 PROFESSIONAL SURVEYOR AND MAPPER  
STATE of FLORIDA PSM No. 4827

CAD FILE: I:\Survey\RMAProj\Tamaya\Sketches\Tamaya CDD Transfer Parcel 7.dwg



**Mike Veazey**

---

**From:** Mike Veazey  
**Sent:** Friday, February 28, 2025 10:44 AM  
**To:** Mike Veazey



Sent from my iPhone