



# BEACH COMMUNITY DEVELOPMENT DISTRICT

*Advanced Meeting Package*

*Workshop*

*Wednesday  
May 6, 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 Workshop of the Board of Supervisors of the Beach Community Development District is scheduled for **Wednesday, May 6, 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: Wednesday, May 6, 2026

Time: 6:00 PM

Location: 12788 Meritage Blvd.,  
Jacksonville, FL 32246

## *Workshop Agenda*

### **I. Roll Call**

### **II. Audience Comments**

### **III. Upcoming Business Items**

#### **A. Pond Maintenance Proposal Options**

1. Current Contract – The Lake Doctors - \$2,369.00/mo.
2. Charles Aquatics - \$2,200.00/mo.
3. Solitude Lake Management - \$2,000.00/mo. (\$1,810.00/mo. With a 3-yr. Contract)

[Exhibit 1](#)

[Pgs. 6-17](#)

[Exhibit 2](#)

[Pgs. 19-21](#)

[Exhibit 3](#)

[Pgs. 23-28](#)

#### **B. The Greenery, Inc. Landscape Enhancement Proposal Options**

[Exhibit 4](#)

[Pgs. 30-37](#)

#### **C. Duval Asphalt Speedbump Installation Proposal**

[Exhibit 5](#)

[Pgs. 39-42](#)

#### **D. KaTom Restaurant Supply, Inc. Ice Machine Proposal**

[Exhibit 6](#)

[Pgs. 44-49](#)

#### **E. The Greenery, Inc. Beach Blvd. Debris Pick-Up Proposal**

[Exhibit 7](#)

[Pgs. 51-59](#)

### **IV. Supervisor Projects**

#### **A. Chair Kendig**

1. Arborist/ Options for Oak Trees
2. Mirrors in Yoga/Group Fitness Room
3. Truck Gate Entrance – from 01/12/2026 Meeting

[Exhibit 8](#)

[Pgs. 61-63](#)

#### **4. Digital Signage Options**

[Exhibit 9](#)

[Pgs. 65-66](#)

#### **5. Tarps for Playground & Palm Court**

#### **6. Group Fitness/Classes**

#### **IV. Supervisor Projects – continued**

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

1. 2027 Preliminary Budget – Line by Line Discussion – *To Be Distributed* [Exhibit 10](#)
2. Gate Access Control – TEK Control Research
3. Pedestrian Crosswalk – TBD, District Engineer

##### **C. Supervisor Young**

1. Capital Improvement Plan Projects
  - a. Re-Marcite Coating
2. Air Fryer Capable Warming Oven – Tamaya Hall
3. Tamaya Hall Renovation Proposal Options
  - a. 360 Painting - \$4,489.63
  - b. 2<sup>nd</sup> Quote Needed
  - c. 3<sup>rd</sup> Quote Needed
4. Roving Patrol vs. CCTV

##### **D. Supervisor Repak**

1. Gate Access Control
2. Security
3. Proposed Rules Changes for Property & Personal Safety [Exhibit 11](#)  
[Pgs. 69-71](#)

##### **E. Supervisor Caprita**

1. Timing of Irrigation Cycles, Irrigation Inspection Reports, & Irrigation Inspections

#### **V. Discussion Topics**

- A. Alternatives to Secure Area to Prevent Jumping of Fence – from 04/02/2026 Workshop – Supervisor Young
- B. Retaining Wall Behind Homes on Caprera Circle
- C. Task List Update – *To Be Distributed* [Exhibit 12](#)

#### **VI. Future Workshop**

- A. Post Orders for Roving Patrol – Supervisor Young

#### **VII. Adjournment**

# EXHIBIT 1

**AGREEMENT BETWEEN THE BEACH COMMUNITY DEVELOPMENT DISTRICT  
AND THE LAKE DOCTORS, INC., FOR POND MANAGEMENT SERVICES**

This Agreement ("Agreement") is made and entered into this 13<sup>th</sup> day of October, 2025 by and between:

**Beach Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Jacksonville, Florida, and whose mailing address is 250 International Parkway, Suite 208, Lake Mary, Florida 32746 ("District"); and

**The Lake Doctors, Inc.**, a Florida corporation, whose address is 3543 State Road 419, Winter Springs, Florida 32708 (hereinafter "Contractor," together with District the "Parties").

RECITALS

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

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

**WHEREAS**, the District operates and maintains twenty two (22) ponds within the boundaries of the District ("Ponds"); and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide pond management services; and

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

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

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

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

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

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

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

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

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

**SECTION 3. SCOPE OF LAKE MAINTENANCE SERVICES.** The Contractor will provide pond management services for the Ponds. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A**. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

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

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

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

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

systems pertinent to the Contractor's services.

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

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

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

**A.** As compensation for the Services described in this Agreement, the District agrees to pay the Contractor **Two Thousand Three Hundred Sixty-Nine Dollars (\$2,369.00) monthly**. The term of this Agreement shall be from October 1, 2025, through September 30, 2026, with the first treatment commencing within fifteen (15) business days, weather permitting, of execution of this Agreement by both Parties, unless terminated earlier by either party in accordance with the provisions of this Agreement.

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

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

**D.** The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date.

The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

**SECTION 4. INSURANCE.**

- A.** The Contractor shall maintain throughout the term of this Agreement the following insurance:
- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (i) Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
  - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
  - (4) 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.
  - (5) Herbicide and Pesticide Applicators Coverage of at least One Million Dollars (\$1,000,000).
- B.** The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that

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

**SECTION 5. INDEMNIFICATION.**

- A. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- B. Contractor agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute.
- C. In no event, however, shall Contractor be liable for incidental, special, punitive or exemplary damages in connection with this Agreement, even if notice was given of the possibility of such damages and even if such damages were reasonably foreseeable.

**SECTION 9. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**SECTION 6. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Contractor or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**SECTION 7. LIENS AND CLAIMS.** The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

**SECTION 8. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**SECTION 9. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**SECTION 10. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**SECTION 11. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**SECTION 12. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

**SECTION 13. ASSIGNMENT.** Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

**SECTION 14. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 15. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 16. ENFORCEMENT OF AGREEMENT.** A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 17. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. To the extent there is any conflict between the terms of this Agreement and the terms set forth in **Exhibit A**, the terms of this Agreement shall control.

**SECTION 18. 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 Parties.

**SECTION 19. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 20. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

**A. If to District:** The Beach Community  
Development District

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

**With a copy to:**

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

**B. If to the Contractor:**

The Lake Doctors, Inc.  
3543 State Road 419  
Winter Springs, Florida 32708  
Attn: \_\_\_\_\_

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

**SECTION 21. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 22. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Duval County, Florida.

**SECTION 23. COMPLIANCE WITH PUBLIC RECORDS LAWS.** Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to Section 119.0701, Florida Statutes. 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 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 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. Contractor acknowledges that the designated Public Records Custodian for the District is Jim Oliver.

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

**SECTION 24. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 25. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**SECTION 26. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 27. E-VERIFY.** The Contractor shall comply with and perform all provisions of Section 448.095, *Florida Statutes*. Accordingly, as a condition precedent to entering into this Agreement, 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.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor has registered with and uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), *Florida Statutes*. Upon such termination, Contractor shall be liable for any additional costs incurred by the District because of the termination. If the District has a good faith belief that a subcontractor has violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District.

**SECTION 28. 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 such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

**SECTION 29. ANTI-HUMAN TRAFFICKING STATEMENT.** The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

*[remainder of page intentionally left blank]*

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

Attest:

**THE BEACH COMMUNITY  
DEVELOPMENT DISTRICT**

David C. McInnes  
Secretary/Assistant Secretary

James Kewell  
By: JAMES KEWELL  
Its: CHAIRMAN

Print Name: David C. McInnes

**THE LAKE DOCTORS, INC.**

Jesse Mason

Mark A. Seymour

Witness

By: \_\_\_\_\_  
Print: Mark A. Seymour  
Its: Sales Manager

Jesse Mason

Print Name of Witness

Exhibit A: Proposal

# EXHIBIT A



**The Lake Doctors, Inc.**  
Aquatic Management Services

The Lake Doctors, Inc.  
Jacksonville Branch  
11621 Columbia Park Drive West  
Jacksonville, FL 32258  
904-262-5500  
jacksonville@lakedoctors.com

## Water Management Exhibit

MAS720157R

This Agreement, made this 15<sup>th</sup> day of September 2025 is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

PROPERTY NAME (Community/Business/Individual) Beach Community Development District

MANAGEMENT COMPANY Vesta District Services

INVOICING ADDRESS 250 International Parkway, Suite 208

CITY Lake Mary STATE FL ZIP 32746 PHONE (321) 263-0132

EMAIL ADDRESS \_\_\_\_\_ EMAIL INVOICE: YES OR NO

THIRD PARTY COMPLIANCE/REGISTRATION: YES OR NO      THIRD PARTY INVOICING PORTAL: YES OR NO

*\*\*If a Third Party Compliance/Registration or an Invoice Portal is required, it is the customer's responsibility to provide the information*

Hereinafter called "CUSTOMER"

REQUESTED START DATE: 10/1/2025  
PURCHASE ORDER #: \_\_\_\_\_

The parties hereto agree to the following:

A. THE LAKE DOCTORS agrees to manage certain lakes and/or waterways for a period of twelve (12) months from the date of execution of this Agreement in accordance with the terms and conditions of this Agreement in the following location(s).

**Twenty (22) lakes associated with Beach Community Development District, Jacksonville Florida.**  
Includes a minimum of twenty-four (24) inspections and/or treatments, as necessary, for control and prevention of noxious aquatic weeds/algae. Note: Term of this agreement October 1, 2025 through September 30, 2026. However, service will continue month-to-month until receipt of an executed agreement or notice of cancellation. \*Contingent upon FWC Permit conditions, seasonal availability.

B. CUSTOMER agrees to pay THE LAKE DOCTORS, its agents or assigns, the following sum for specified aquatic management services:

1. Underwater and Floating Vegetation Control Program	\$ <u>2,369.00 Monthly</u>
2. Shoreline Grass and Brush Control Program	\$ <u>INCLUDED</u>
3. Additional Treatments, if Required	\$ <u>INCLUDED</u>
4. Monthly Service Reporting	\$ <u>INCLUDED</u>
5. Water quality testing and analysis, as required.	\$ <u>INCLUDED</u>
6. Permit & stocking sterile grass carp to biologically control aquatic weeds*	\$ <u>2,200.00 upon stocking</u>
Total of Services Accepted	\$ <u>2,369.00 Monthly</u>


\$0.00 of the above sum-total shall be due and payable upon execution of this Agreement. The balance shall be payable in monthly installments of \$2,369.00 monthly, including sales use taxes, fees or charges that are imposed by any governmental body relating to the service provided under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15) business days**, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before **October 31, 2025**.

THE LAKE DOCTORS, INC

  
Mark Seymour, Sales Manager

CUSTOMER

Signed  Dated 9/15/2025  
Name James Kendig

# EXHIBIT 2



6869 Phillips Parkway Dr S  
Jacksonville, FL 32256  
904-997-0044

**Aquatic Management Agreement**

This Agreement dated March 18, 2026 is made between Charles Aquatics, Inc., a Florida Corporation, and

Name Tamaya c/o Ron Zastrocky, Vesta Property Services

Property Address 12788 Meritage Blvd, Jacksonville, FL 32246

Billing Address 245 Riverside Ave, Suite 300, Jacksonville, FL 32202

Phone Number 904-577-3075 Cell Number \_\_\_\_\_ E-Mail rzastrocky@vestapropertyservices.com

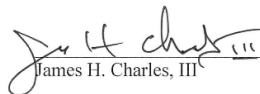
Hereinafter called "CLIENT"

The parties hereto agree to the following:

- Charles Aquatics, Inc. agrees to provide monthly visual inspections of the waterway(s) and application of herbicides or algaecides, as needed, in accordance with the terms and conditions of this Agreement and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this Agreement at the following location:  
**Twenty-Two (22) stormwater ponds located in Duval County, FL.**
- CLIENT agrees to pay Charles Aquatics, Inc. the following sum(s) for the listed aquatic management services:
 

○ Monthly Aquatic Management Services	\$ <b><u>2,200.00</u></b>
○ Permitting for Triploid Grass Carp	\$ <u>No Charge</u>
○ Triploid Grass Carp Stocking (Upon Approval)	\$ <u>8.00/fish</u>
○ Fabrication and Installation of Aluminum Fish Barriers	\$ <u>55.00/s.f.</u>
○ Physical Removal using Weedrake (floating weeds only)	\$ <u>150.00/hour</u>
- The terms and conditions in this Agreement (pages 1-3) form an integral part of this Agreement and CLIENT hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned signed and in its entirety to be considered valid.
- The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CLIENT to Charles Aquatics, Inc. within 30 days of issuance.
- The Effective Date of this Agreement is the first day of the month in which aquatic management services are first provided.
- CLIENT warrants he is authorized to execute this Agreement on behalf of the riparian owner and to hold Charles Aquatics, Inc. harmless for consequences of such service not arising out of the sole negligence of Charles Aquatics, Inc. This would include injury or death to humans or animals who swim, drink, boat or fish in waterways. Recreational activities may result in ingesting or coming into contact with harmful, pathogenic microorganisms.
- CLIENT agrees to reimburse Charles Aquatics, Inc. for all processing fees for registering with third party companies for compliance monitoring services.

Charles Aquatics, Inc.

  
James H. Charles, III

CLIENT

Sign \_\_\_\_\_

Print \_\_\_\_\_

Date \_\_\_\_\_

## Terms & Conditions

1. Control Methods: Aquatic Management Services will be provided by environmentally safe water management practices using one or more of the following established methods and techniques where applicable for the control of non-native, invasive or noxious species of aquatic weeds:
  - a. Chemical Control: this method consists of periodic applications of aquatic herbicides and algacides to control aquatic weeds and filamentous or macrophytic algae. When necessary and prior to treatment with aquatic herbicides or algacides, dissolved oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for the oxygen testing. Planktonic algae, Spikerush and Cyanobacteria will be an additional fee to control. Shoreline weeds that border the water's edge, such as torpedo grass, alligator weed and cattails, will be controlled with herbicide treatments. Many of these species take several months or longer to fully decompose. CLIENT is responsible for any desired physical removal at an additional cost.
  - b. Biological Control: this method consists of stocking of weed-eating fish, primarily Triploid Grass Carp. CLIENT acknowledges that prior to fish stocking, governmental permits may be required and there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking.
  - c. Mechanical Removal: this method consists of the physical removal of floating aquatic weeds from waterways. The disposal site of the removed weeds will be determined by mutual agreement between Charles Aquatics, Inc. and the CLIENT. This service is available for an additional fee but is not included in this Agreement.
  - d. Trash: Trash and light debris floating within and from the areas immediately surrounding the waterway(s) may be collected during the regularly scheduled service. Trash and light debris is defined as litter such as cups, plastic bags and other man-made materials that will fit into a 5 gallon bucket. Large or dangerous items such as biohazards, landscape debris or construction debris will not be included. Styrofoam materials are excluded. Removal of 100% of lake trash is not guaranteed.
2. Disclaimer - Neither party to this Agreement shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
3. Damages - Charles Aquatics, Inc. agrees to hold CLIENT harmless from any loss, damage or claims arising out of the sole negligence of Charles Aquatics, Inc. However, Charles Aquatics, Inc. shall in no event be liable to the CLIENT or to others, for indirect, special or consequential damages to property resulting from normal activities performed in a responsible manner.
4. Access: CLIENT agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Access should be on an unobstructed utility or drainage easement and allow for 10' wide by 10' high, provide a firm surface for passage of boat, boat trailer and towing vehicles, have a grade of no greater than 45°, and not require crossing bulkheads surrounding waterway(s). In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this Agreement may be terminated or renegotiated.
5. Time-Use Restrictions: When Federal and State regulations require water time-use restrictions following the application of aquatic herbicides, Charles Aquatics, Inc. will notify the CLIENT in writing of such restrictions at the time of treatment. It shall be the responsibility of the CLIENT to comply with the restrictions throughout the required period of time-use restrictions. CLIENT understands and agrees that notwithstanding any other provisions of this Agreement, Charles Aquatics, Inc. does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.
6. Insurance: Charles Aquatics, Inc. shall maintain the following insurance coverage: Automobile Liability, General Liability, and Pollution Liability. Workers' Compensation coverage is also provided at statutory limits. Charles Aquatics, Inc. will submit certificates of insurance upon request.
7. Payment terms: CLIENT understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CLIENT places their account on hold, an additional start-up fee may be required due to aquatic re-growth. All invoices will be paid within 30 days of the date of the invoice. Payments made after 30 days will be considered in arrears and will be assessed interest charges in the amount of 1.5% for each month payment is late. CLIENT agrees to reimburse Charles Aquatics, Inc. for any bank charges and handling fees resulting from a returned check.
8. Non-payment/Default: In the case of non-payment by the CLIENT, Charles Aquatics, Inc. reserves the right, following written notice to the CLIENT, to terminate this Agreement and reasonable attorneys' fees and costs of collection shall be paid by the CLIENT, whether suit is filed or not.
9. Renewal: Upon completion of this Agreement or any extension thereof, this Agreement shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of Charles Aquatics, Inc., CLIENT agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.

10. Termination: Termination of this Agreement may be made in writing at any time by Charles Aquatics, Inc. or by the CLIENT. The effective date of any termination will be the last day of the month during which written notice is received and acknowledged by the recipient. In the event CLIENT terminates the Agreement prior to the end of the initial year, CLIENT agrees to pay Charles Aquatics, Inc. for the balance of the agreement.
11. Assignment of this Agreement: This Agreement is not assignable by the CLIENT except upon prior written consent by Charles Aquatics, Inc.
12. Alterations and Modifications: This three (3) page Agreement constitutes the entire Agreement of the parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both Charles Aquatics, Inc. and the CLIENT.
13. Disclosure: CLIENT agrees to disclose, by checking and initialing boxes adjacent to subparagraphs (a) through (i) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this Agreement and any extension(s) thereof.

	YES	NO	INITIALS
a) Water used for irrigating landscaping around pond is effluent or reclaimed water			
b) Water from the treated waterway(s) is used for irrigation			
c) Water from the treated waterway(s) is used for human or animal consumption			
d) Treated waterway(s) are not used for swimming by humans or pets			
e) Treated waterway(s) have been mitigated (government required aquatic planting) or are scheduled to be mitigated.			
f) Any special use of treated waterway(s) which may conflict with treatments			
g) The presence of fish such as Triploid Grass Carp, Tilapia or Koi in the treated waterway(s)			
h) Restrictions on the use of any aquatic herbicides or algaecides in the waterway(s) to be treated			
i) Existence of other aquatic management programs being conducted in the same waterway(s) which Charles Aquatics, Inc. is treating			

14. For any condition(s) checked "YES" above, please provide additional details below:

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15. CLIENT agrees that its failure to disclose any conditions listed above may compromise Charles Aquatics, Inc.'s capacity to adequately perform satisfactory aquatic management service and may necessitate renegotiation of the Agreement. Any failure disclose any condition which hinders or significantly changes Charles Aquatics, Inc.'s ability to provide their services does not relieve CLIENT's obligation to pay for the services provided under the terms and conditions of this Agreement.

# EXHIBIT 3

# SOLITUDE

LAKE MANAGEMENT

Restoring Balance. Enhancing Beauty.

## Proposal for Services 2026 Annual Pond Management

### PROPOSAL FOR:

Tamaya Beach CDD

Ron Zastrocky - Primary Contact

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

12788 Meritage Blvd

Jacksonville, FL 32246

### PROPOSAL BY:

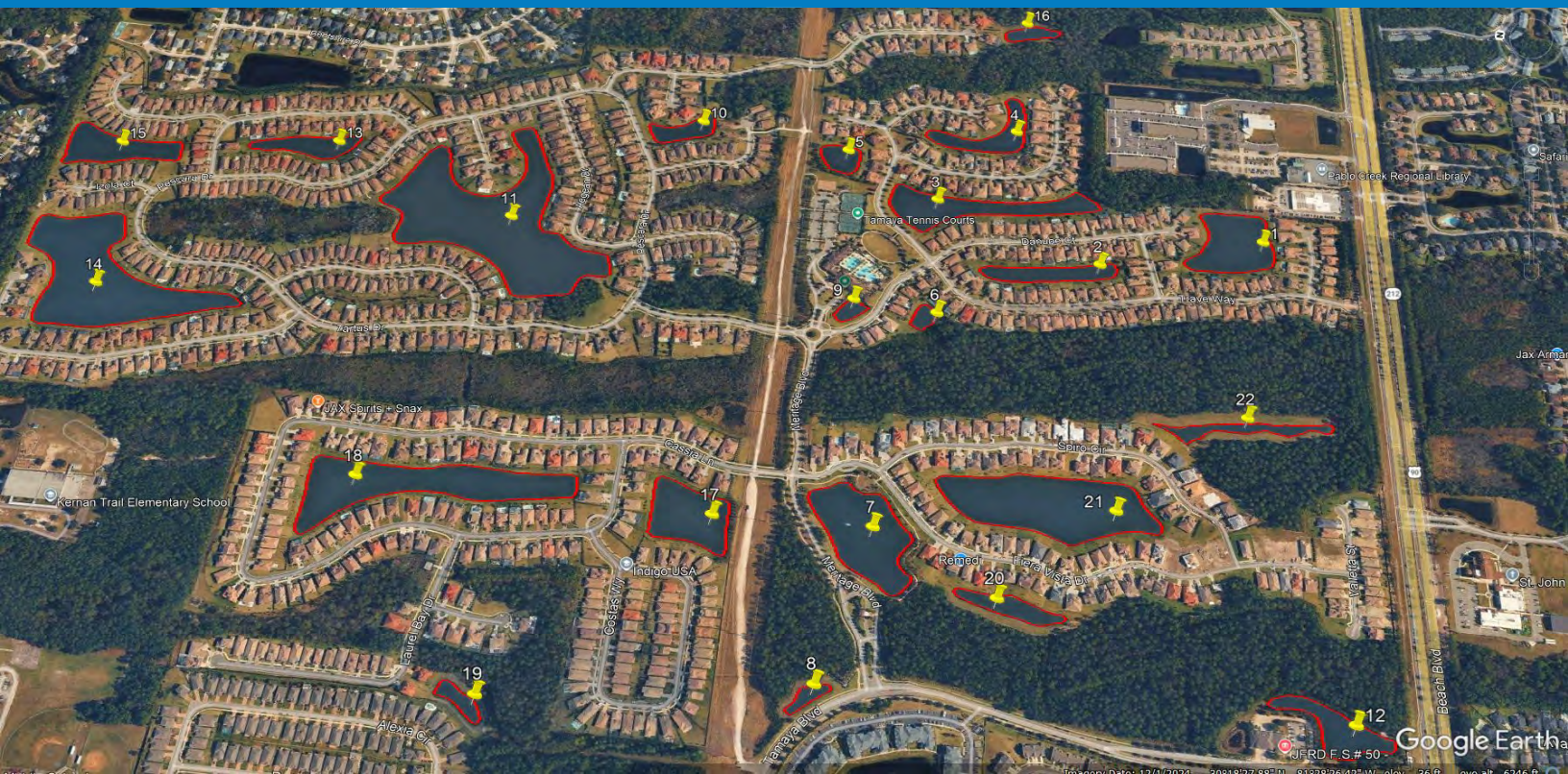
SOLitude Lake Management

Jay Bagley - Business Development Consultant

[jbagley@solitudelake.com](mailto:jbagley@solitudelake.com)

615-415-5717

March 24, 2026





## **SCHEDULE A - ANNUAL POND MANAGEMENT SERVICES**

**A SOLitude Aquatic Specialist will visit the site and inspect the Pond one time per month January through December.**

### Monitoring:

1. Observations and data collected during the inspections will be used to inform and guide all activities required to fulfill the requirements of this contract as specified in the description of services below.

### Visual Inspections:

1. A visual inspection of the pond(s) will be performed during each visit to the site. The inspections shall include the following:
  - Water levels
  - Water clarity or quality
  - Turbidity
  - Beneficial Aquatic Vegetation
  - Nuisance, Invasive, or Exotic Aquatic Vegetation
  - Algae
  - Physical components such as above ground pipes, inlet and outlet structures, trash racks, emergency spillways, and dams
  - Erosion
  - Issues with shoreline and bank stabilization measures such as rip rap stone, bulkheads, retaining walls, etc.
  - Forebays and inflowing or outflowing swales, ditches, and stream channels
  - Vegetated buffers
  - Sedimentation
  - Nuisance animal activity
  - Fish habitat
  - Mosquito breeding conditions and habitat
  - Trash and debris
2. Any issues or deficiencies that are observed during this visual monitoring will be documented by our staff in the field notes of the service order completed at the time the issue was first observed and reported to the Customer in writing as part of that month's service report.
3. Customer will be notified immediately if there are any deficiencies observed that appear in the judgment of our staff to be posing an immediate risk or otherwise jeopardizing the integrity of the pond(s) structures.
4. The scope of these services is limited to what can be reasonably observed at the surface of the water and above the ground around the water that makes up the physical structure of the pond(s). These routine inspection services are not intended to replace any requirement or need for a more comprehensive engineered inspection, or any other type of inspection that would require expertise or equipment to survey the condition of the physical components of the pond(s) underground, underwater, or inside any of the associated structures.

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes or pricing contained in this document or any of its attachments without prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.



## SCHEDULE A - ANNUAL POND MANAGEMENT (CONTINUED).

### Aquatic Weed Control:

1. Any growth of undesirable aquatic weeds and vegetation found in the pond(s) with each inspection shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the specific varieties of aquatic weeds and vegetation found at the time of application.
2. Invasive and unwanted submersed and floating vegetation will be treated and controlled preventatively and curatively each spring and early summer through the use of systemic herbicides at the rate appropriate for control of the target species. Application rates will be designed to allow for selective control of unwanted species while allowing for desirable species of submersed and emergent wetland plants to prosper.

### Shoreline Weed Control:

1. Shoreline areas will be inspected for any growth of cattails, phragmites, or other unwanted shoreline vegetation found within the pond areas shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required for control of the plants present at time of application.
2. Any growth of unwanted plants or weeds growing in areas where stone has been installed for bank stabilization and erosion control shall be treated and controlled through the application of aquatic herbicides and aquatic surfactants as required to control the unwanted growth present at the time of application.

### Algae Control:

1. Any algae found in the pond(s) with each inspection shall be treated and controlled through the application of algaecides, aquatic herbicides, and aquatic surfactants as needed for control of the algae present at the time of service.

### Pond Dye:

1. **Pond Dye** will be applied to the pond(s) on an as-needed basis. A combination of blue and/or black dye will be used as required to maintain a dark natural water color.

### Trash Removal:

1. Trash will be removed from the pond(s) and disposed of offsite. Any large item or debris that is not easily and reasonably removable by one person during the routine visit will be removed with the Customer's approval for an additional fee. Routine trash and debris removal services are for the pond areas only, and do not include any trash or debris removal from the surrounding terrestrial (dry land) areas.





**COMMUNICATION AND PAYMENT REQUIREMENTS.**

**Communication and Service Reporting:**

1. Customer will be provided with a service report detailing all of the work performed as part of this contract after each visit.
2. Company will schedule monthly service visits with the designated community contact.
3. Company will notify the designated contact at least twenty-four (24) hours prior to service visit.

**Payment Requirements:**

1. SOLitude shall invoice Customer for the services to be provided under this Agreement on the first day of each month when service is due. Payment is due by the end of that same month.
2. Invoices will be sent via email to the billing email address provided by the Customer.
3. SOLitude Lake Management provides a complimentary customer portal for all customers to easily access upcoming service appointments, service history reports, invoices, and more. For further information, please click the following link: <https://www.youtube.com/watch?v=PhDsglAQgqs>

Service Report Example:

Invoice Example:



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***\*All packages are customizable should you want to opt in or out of a specific service, or change the length of the contract.***

Service	Base Program 6 services	Premium Management 8 services	Proactive Management 10 services
Monitoring/ Visual Inspections			
Algae Control			
Aquatic Weed Control			
Shoreline Weed Control			
Pond Dye			
Trash Removal			
Biological Augmentation			
Water Quality Restoration			
Water Quality Monitoring			
Mosquito Control			

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## 2026 Annual Pond Management Price Options

Service Frequency	Yearly Cost	Monthly Price
<b><u>Proactive Annual Pond Management</u></b>	Available upon request.	
<b><u>Premium Annual Pond Management</u></b>	Available upon request	
<b><u>Base Program Annual Pond Management</u></b> 12 Service Appointments	<b>\$24,000.00</b>	<b>\$2,000.00</b>
<b><u>3 Year: Base Program Annual Pond Management</u></b> 36 Service Appointments	<b>\$21,720.00</b>	<b>\$1,810.00</b>

***\*All packages are customizable should you want to opt in or out of a specific service, or change the length of the contract.***

*Note: The prices shown above are valid for 30 days from the date of this quotation.*

*All prices shown are **all inclusive of all product and labor** associated with the services being offered. We do not\*\* bill for additional products.*

**Competitively Sensitive & Proprietary Materials** – The information contained herein is the intellectual property of SOLitude Lake Management. Recipient may not disclose to any outside party any proprietary information, processes or pricing contained in this document or any of its attachments without prior written consent of SOLitude Lake Management. This document is provided to the recipient in good faith and it shall be the responsibility of the recipient to keep the information contained herein confidential.

# EXHIBIT 4

# Work Order Proposal



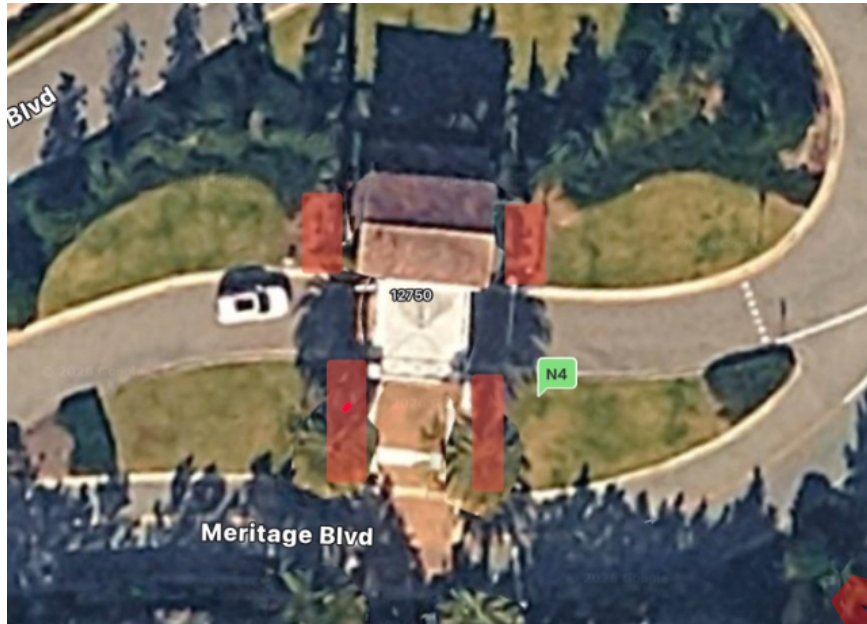
**Property Name:** Beach CDD (Tamaya HOA)  
**Address:** 12788 Meritage Blvd, Jacksonville, FL 32246  
**Client Contact:** Ron Zastrocky rzaastrocky@vestapropertyservices.com  
**Client Phone #:** 904-557-3075

**Proposal Date:**  
**Proposal Work Order #:** 87925  
**Prepared By:** LISA PAXTON

## Entrance Enhancement Estimate

This proposal outlines improvements to the existing landscape at the front entrance gate to enhance visual appeal, strengthen first impressions, and add lasting value. A refreshed, vibrant design will create a welcoming environment that reflects the character and quality of the community. These enhancements will ensure the entrance presents an attractive, well-maintained appearance for owners, guests, and constituents alike.

DESCRIPTION	QTY	SIZE	UNIT PRICE	EXT PRICE	TOTAL PRICE
<b>Site Prep, Debris Disposal, Amendments, Equipment &amp; Clean-Up</b>					<b>\$433.39</b>
Site Prep	1.00	LS	\$306.66	\$306.66	
Disposal/Refuse	1.00	LS	\$166.89	\$166.89	
<b>Irrigation</b>					<b>\$199.06</b>
Repairs and Adjustments	1.00	LS	\$217.51	\$217.51	
<b>Planting</b>					<b>\$9,005.27</b>
Ligustrum 'Sunshine' - 7 gal	30.00	7 Gallon	\$110.26	\$3,307.76	
Loropetalum 'Red Chocolate' - 7 Gal	25.00	7 Gallon	\$104.77	\$2,619.32	
Liriope 'Super Blue' - 1 Gal	142.00	1 Gallon	\$14.66	\$2,081.84	
Encore Autumn Dove Azalea	14.00	7 Gallon	\$130.79	\$1,831.06	
<b>Pinestraw &amp; Mulch</b>					<b>\$473.31</b>
Hardwood Mulching	5.00	CY	\$103.44	\$517.18	
<b>Total for Work Order #87925</b>					<b>\$10,111.03</b>



DRYFFET



DRAFT



DRAFT



DRAFT

# TERMS & CONDITIONS

- 1. Plant Guarantee.** The Greenery, Inc. guarantees all plantings we supply and install for one year that are covered under an automated irrigation system and maintained under a continuous maintenance agreement by the Greenery, Inc.. This guarantee does not apply to plants that are lost due to abuse, vandalism, animals, fire, lightning, hail, vehicular damage, freeze, neglect, nor Acts of God.
- 2. Exclusions.** Transplanted materials, annuals and flowers, plants in pots and planters, and all types of Sod are EXCLUDED from the Plant Guarantee.
- 3. Deer.** Damage to or loss of plants due to deer is not covered by any guarantee, expressed or implied. The Greenery, Inc. makes every effort to use deer resistant material; however, due to the increase in their population and their changing habits, the Greenery, Inc. is not responsible for any resultant damage.
- 4. Tree Work.** Stumps from tree removal will be cut to within approximately twelve inches above ground level. Stump grinding or removal is not included unless otherwise specified in this proposal. Wood will be left on the premises where lowered and dropped and will be cut into firewood length (approximately 16 to 24 inches lengthwise) unless specified otherwise in this proposal. Splitting, moving or hauling of wood or wood chips will be performed only if specifically stated in this proposal.
- 5. Utility Locates.** The Greenery Inc. will call in the utility locates before starting the job. It is the responsibility of the Client/Owner to call in any private utilities that are outside normal location utilities. The Greenery Inc. is not responsible for damage to underground irrigation lines, wiring, pipes, utilities, invisible fencing, or lighting systems whose locations are not properly marked.
- 6. Irrigation Pricing.** The existing automated irrigation system is checked at new landscaping areas, adjusted for proper coverage and broken heads and nozzles are replaced as needed. Irrigation adjustments, repairs and additions are billed on a Labor and Materials basis. Any irrigation prices included in this bid are an estimation only.
- 7. New Construction Irrigation Installation.** Sleeves under roads and sidewalks must be accurately marked and no deeper than 4 feet below surface grade. A water source must be provided by Client/Owner/Developer prior to commencement of irrigation installation. Any temporary irrigation pipe that needs to be installed to access water source, will be billed in addition. The connection of the backflow device to the water meter is the responsibility of the Client/Owner.
- 8. Drainage.** Any drainage installation is meant to improve conditions, but does not guarantee a complete elimination of issues. Standing water, puddling, saturated soils and washouts may still occur. Additional work may be needed after initial work is completed. Standing water for up to 48 hours after a significant rainfall is typical for the Lowcountry.
- 9. Access to Jobsite.** Client/Owner is to provide all utilities to perform the work. Client/Owner will furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for the performance of the work.
- 10. Invoicing.** Client/Owner will make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event that the completion of work requires more than thirty (30) days, a progress bill will be presented by month end and will be paid within fifteen (15) days upon receipt of invoice.
- 11. Disclaimer.** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time the proposal was prepared. The price quoted in this proposal for the work described is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering and/or certified landscape architectural design services are not included in this agreement and are not provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.
- 12. Promotional Clause.** The client hereby assigns the Contractor the irrevocable and unrestricted right to use and publish photographs of the work performed for editorial, trade, advertising, educational and any other purpose in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The Client releases all

claim to profits that may arise from use of images.

13. Payment. All unpaid balances over 30 days from date of invoice will be subject to the maximum finance charge allowable by law. The Greenery will be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year) or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing. Failure to make payment when due for completed work may result in a mechanic's lien on the title of your property. Credit card payments are subject to a 3% processing fee.

14. A 50% deposit of the total project cost is required to initiate the work. Please refer to the work order number when making your payment. Upon receipt of the deposit, we will confirm the schedule and begin preparing for the installation.

15. The pricing outlined in this proposal is valid for 60 days from the date of issue. After this period, the proposal may be subject to revision based on market conditions and material costs.

16. Enhancement Installation Warranty - The Greenery Inc. warrants that enhancement installations are completed in a manner appropriate to the scope of work, site conditions, and materials specified within the approved enhancement proposal. Plant material is warranted for thirty (30) days from the date of installation, and hardscape, irrigation modifications, and structural enhancements are warranted for ninety (90) days. Warranty coverage will continue while The Greenery Inc. remains the contracted maintenance provider for the property and is responsible for routine maintenance and irrigation oversight. This warranty applies to installation workmanship and plant viability under normal growing conditions and excludes losses resulting from extreme weather, water shortage, acts of nature, vandalism, improper irrigation or site conditions outside of The Greenery Inc.'s control, third-party activity, or interruption or cancellation of maintenance services. Warranted plant material, when applicable, will be replaced one (1) time from the original installation, with replacements scheduled during the appropriate planting season.

**Property Name:** Beach CDD (Tamaya HOA)  
**Address:** 12788 Meritage Blvd, Jacksonville, FL 32246  
**Client Contact:** Ron Zastrocky rzastrocky@vestapropertyservices.com  
**Client Phone #:** 904-557-3075

**Proposal Date:**  
**Proposal Work Order #:** 87925  
**Prepared By:** LISA PAXTON

DRAFT

Total: \$10,111.03  
Deposit Amount (50%): \$5,055.52

The pricing outlined in this proposal is valid for **60 days** from the date of issue. After this period, the proposal may be subject to revision based on market conditions and material costs.

By LISA PAXTON

Date LISA PAXTON

The Greenery, Inc.

By \_\_\_\_\_

Date \_\_\_\_\_

DRAFT

# EXHIBIT 5



Duval Asphalt Products, Inc.  
 7544 Phillips Highway  
 Jacksonville, FL 32256  
 (904) 296-2020  
 (904) 296-6574 fax



## PROPOSAL: Tamaya Beach CDD Speedbump Installation

<b>To:</b> Tamaya Beach CDD 12788 Meritage Blvd Jacksonville, FL 32246	<b>Property:</b> Tamaya Beach CDD Speedbump Installation 12788 Meritage Blvd Jacksonville, FL 32246
---------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------

<b>Proposal Date:</b>	Apr 15, 2026	<b>Quote ID:</b>	QUO-06634-D8V8X9 (Rev. 0)
<b>Effective From:</b>	4/13/2026	<b>Effective To:</b>	5/13/2026

Line No.	Product	Price	Approval (your initials)
10	Asphalt Speedbump Installation   Install (1) 1.5' wide by 2" tall 18' wide speedbump. Paint yellow 10 days later.  Unless specified otherwise, this quote and price are only valid to be accepted if the quote is signed and the work completed within 30 days of the effective from date on this quote.	\$2,555.00	

<b>Estimated Total (assuming all line items)</b>	<b>\$2,555.00</b>
------------------------------------------------------	-------------------

### The terms contained in Exhibit A are hereby fully incorporated by reference into this proposal

THIS CONTRACT IS CONTINGENT ONLY UPON CREDIT APPROVAL BY DUVAL ASPHALT PRODUCTS.

TERMS - NET 30 DAYS ANY PAYMENTS NOT RECEIVED BY THAT TIME SHALL BEAR INTEREST AT THE RATE OF 1 1/2 % PER MONTH, AND CUSTOMER ALSO AGREE TO PAY DUVAL ASPHALT PRODUCTS, INC. COST AND EXPENSES OF COLLECTION, FOR ANY BREACH OF THIS PROPOSAL, INCLUDING REASONABLE ATTORNEYS FEES WHETHER OR NOT A SUIT IS FILED. NO RETAINAGE IS TO BE WITHHELD FROM PAYMENTS DUE FROM THIS CONTRACT. ALL PAYMENTS DUE HEREUNDER SHALL BE MADE AT THE OFFICES OF DUVAL ASPHALT PRODUCTS, INC. OR BY MAIL.

ACCEPTANCE OF PROPOSAL - THE ABOVE OR ATTACHED PRICES AND SPECIFICATIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED.

**RESPECTFULLY SUBMITTED,**

**Duval Asphalt Products, Inc.**

Jason Webb

E-mail: jwebb@duvalasphalt.com

Cell Phone: 9042376423

**ACCEPTED BY:**

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

# Exhibit A

1. ALL WORK IS GUARANTEED TO BE INSTALLED AS SPECIFIED. DUVAL ASPHALT PRODUCTS, INC WARRANTIES THE INSTALLATION OF PAVEMENT/SEALCOATING AGAINST DEFECTS IN MATERIAL AND WORKMANSHIP FOR (1) YEAR FROM DATE OF COMPLETION.
  2. ASPHALT IS A FLEXIBLE PAVEMENT, UNLESS OTHERWISE NOTED, DUVAL ASPHALT DOES NOT GUARANTEE AGAINST PONDING WATER OR MAKE PROVISIONS FOR THE REPAIR OF SUCH AREAS, UNDER THIS CONTRACT.
  3. DUVAL ASPHALT REQUIRES THAT A REPRESENTATIVE OF YOUR COMPANY BE ON-SITE DURING PROJECT OPERATIONS IN ORDER TO RESOLVE ANY RELATED ISSUES.
  4. CHANGES TO CONTRACT QUANTITY IN EXCESS OF 10 PERCENT (10%), WILL RESULT IN ADJUSTMENT OF UNIT PRICES. ANY CHANGE TO ORIGINAL CONTRACT MUST BE APPROVED BY CHANGE ORDER FROM OWNER BEFORE WORK IS TO BE PERFORMED.
  5. PERMITS, BONDS, TESTING AND LAYOUT BY OTHERS.
  6. DUMPSTERS MUST BE REMOVED FROM PAVEMENT SURFACE AND SPRINKLER SYSTEMS TURNED OFF 24 HOURS PRIOR TO START OF PROJECT.
  7. QUOTE BASED ON ONE (1) MOBILIZATION, CHANGES MADE TO ORIGINAL CONTRACT RESULTING IN ADDITIONAL MOBILIZATIONS, WILL BE BILLED AT \$ 2,500.00 PER MOBILIZATION.
  8. ANY DELAY OR CHANGE IN SCHEDULE BY OWNER OR OWNER'S REPRESENTATIVE AFTER DUVAL ASPHALT HAS MOBILIZED ON SITE, SUCH AS BASE NOT BEING READY OR WET PAVEMENT DUE TO SPRINKLER SYSTEM BEING LEFT ON, WILL RESULT IN A RE-MOBILIZATION CHARGE OF \$ 2,500 FOR PAVING AND \$ 900.00 FOR SEALCOATING.
  9. AT LEAST TWO WEEKS NOTICE WILL BE REQUIRED, PRIOR TO START OF PROJECT, TO SCHEDULE JOB. IT IS UNDERSTOOD THAT THE SCHEDULE IS SUBJECT TO CHANGE DUE TO INCLEMENT WEATHER.
  10. ANY DAMAGE TO OUR WORK WILL BE REPAIRED ON A COST PLUS 20% BASIS.
  11. DUVAL ASPHALT WILL NOT BE RESPONSIBLE FOR ANY DAMAGE TO UNDERGROUND UTILITIES CAUSED BY THE NORMAL PROSECUTION OF OUR WORK.
  12. INSTALLATION OF NEW ASPHALT SURFACES WILL NOT PREVENT THE OCCURRENCES OF REFLECTIVE CRACKING; NO WARRANTY IS STATED OR IMPLIED.
  13. ADEQUATE CURING PERIOD MUST BE ALLOWED IN ORDER TO MINIMIZE SCUFFING AND TEARING.
  14. SCUFFING AND TEARING OF THE ASPHALT WILL OCCUR IN THE HOT SUMMER MONTHS, NO WARRANTY IS STATED OR IMPLIED TO FIX THESE AREAS.
  15. DUVAL ASPHALT DOES NOT GUARANTEE AGAINST SURFACE DEFECTS (i.e. CRACKING, PONDING, SETTLING, ETC.) RESULTING FROM BASE INSTALLED BY OTHERS.
  16. DUVAL ASPHALT RECOMMENDS THE REMOVAL AND REPLACEMENT OF OIL SATURATED SPOTS AND OTHER SOLVENT DETERIORATED ASPHALT. DUVAL ASPHALT DOES NOT GUARANTEE SEALCOAT ADHESION TO RAISED AND EXPOSED AGGREGATE, PAVEMENTS WITH COQUINA SHELL, CONCRETE, AREAS WITH SPILLED MORTAR OR OTHER FILMS OR COATINGS, EXTREMELY DIRTY AREAS, AREAS CONTAINING MOLD OR MILDEW.
  17. SEALED AREAS SHALL BE BARRICADED TO ALL TRAFFIC. DUVAL ASPHALT WILL NOT BE RESPONSIBLE FOR DAMAGES TO SEALED AREAS, SIDEWALKS, OR TRACKING OF SEALER ON CARPETS DUE TO FOOT AND/OR VEHICLE TRAFFIC CROSSING BARRICADED AREAS. BARRICADES MAY BE OPENED TO TRAFFIC IN NO LESS THAN 24 HOURS AFTER APPLICATION.
  18. COST OF TOWING VEHICLES TO BE THE RESPONSIBILITY OF OWNER OR MANAGEMENT. THERE WILL BE A DELAY CHARGE OF \$250.00 PER HOUR PLUS TRUCKING AFTER 8:30 AM WHILE PARKED CARS AND/ OR OBJECTS ARE OBSTRUCTING WORK AREA.
  19. THE REMOVAL OF UNSUITABLE MATERIAL SUCH AS MUCK, MARL, CLAY, ORGANIC MATERIAL, SAND, ETC. OR THE REPLACEMENT OF CLEAN FILL, AND THE REMOVAL OF VEGETATION IS NOT INCLUDED IN THIS CONTRACT UNLESS OTHERWISE STATED.
  20. QUOTE BASED ON NORMAL NON-UNION WAGE RATES.
  21. NO PAYROLL TRANSCRIPTS REQUIRED.
  22. SAWCUTTING NOT INCLUDED UNLESS OTHERWISE MENTIONED IN PROPOSAL.
  23. FINAL PAYMENT BASED ON IN-PLACE MEASUREMENT UNLESS OTHERWISE STATED AS "TOTAL INVESTMENT".
  24. MAINTENANCE OF TRAFFIC BY OTHERS.
  25. STRIPING TO BE REPLACED BY OTHERS UNLESS OTHERWISE STATED.
  26. NO RETAINAGE TO BE WITHHELD FROM PAYMENTS DUE UNDER THIS CONTRACT.
  27. CONTRACTS ARE BID AT SPECIFIED THICKNESS, ADDITIONAL MATERIAL NEEDED TO COMPLETE PROJECT DUE TO CURB BEING CUT TOO DEEP, BASE NOT SMOOTH & LEVEL, OR UNFORESEEN PROBLEMS WILL BE BILLED ACCORDING TO CONTRACT.
  28. SHOULD CUSTOMER CANCEL THIS CONTRACT BEFORE WORK BEGINS, THE PARTIES AGREE THAT 20% OF THE PROPOSED CONTRACT PRICE WILL BE PAYABLE TO DUVAL ASPHALT AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY) REPRESENTING THE REASONABLE ADMINISTRATION EXPENSES INCURRED ON THE PROJECT AND LOST PROFIT.
  29. DUVAL ASPHALT PRODUCTS, INC. IS AN EQUAL OPPORTUNITY EMPLOYER IN ACCORDANCE WITH 41CFR 60-4.3(a), 60-250.4(m), 60-741.4(f) and 61.250
  30. IF DURING NORMAL PROCEDURES FOR COMPLETION OF PROPOSED SCOPE, INADEQUATE BASE IS DISCOVERED, THE CUSTOMER MAY ELECT TO PROCEED VOIDING WARRANTY IN AFFECTED AREA AND INCURRING NO ADDITIONAL COST, OR MAY ELECT TO TAKE CORRECTIVE ACTION. CORRECTIVE ACTION WILL BE DETERMINED ON A CASE BY CASE BASIS AND WILL RESULT IN ADDITIONAL COST FOR MATERIAL AND LABOR. DUVAL ASPHALT CANNOT / WILL NOT BE HELD RESPONSIBLE FOR CRACKING, PONDING OF WATER, HIGH / LOW AREAS OR ROUGH TEXTURED ASPHALT IN SAID AREAS.
  31. This quote assumes no testing will be performed and no DOT, or DOT style specifications will be required. DOT specifications cannot be achieved on any projects outside of DOT roadways built entirely with DOT approved processes and materials.
- IT IS ANTICIPATED THAT, WHEN RESURFACING PAVEMENTS CONSTRUCTED WITH AN INVERTED CROWN, SOME ROLLER MARKING WILL BE VISIBLE IN THE FINISHED SURFACE.

Agreed: \_\_\_\_\_ (please initial) Date: \_\_\_\_\_

**REQUEST FOR NOTICE TO OWNER**  
**Job Information Sheet**

Please prepare and attempt to serve a Notice to Owner based on the information furnished below. We agree to waive all claims against NFN for damages and/or loss which may be caused by an act, negligence, mistakes and/or inadvertence committed by NFN, its officers, or employees in connection with the preparing and forwarding of Notice to Owner(s) on our behalf.

**1. Project/Job Information:**

Name: Tamaya Beach CDD Speedbump Installation  
Job Address: 12788 Meritage Blvd Jacksonville State: FL  
Zip: 32246 County: \_\_\_\_\_ First day on job: \_\_\_\_\_  
Materials: \_\_\_\_\_

**2. Property Owner Information:**

Property Owner: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**3. General Contractor:**

General Contractor: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_

**4. Person/Firm your Customer's Contract is with:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_  
Zip: \_\_\_\_\_

**5. Who are you working for (Your Customer)?**

Your Customer: Tamaya Beach CDD Phone: ( )  
Address: 12788 Meritage Blvd Jacksonville FL 32246

**6. Your Company:**

Company: Duval Asphalt Products, Inc. Your name: Jason Webb Phone: 9042376423  
Address: 7544 Phillips Highway City: Jacksonville State: FL Zip: 32256  
Email: jwebb@duvalasphalt.com



# EXHIBIT 6

**Sales Quote****Sales Quote Number: 845302**

Page: 1

**KaTom Restaurant Supply, Inc.**  
**305 Katom Dr.**  
**KODAK, TN 37764**

<b>Sales Quote Date:</b> 3/19/2026	<b>Due Date</b> 3/19/2026	<b>Ship Date</b> 3/19/2026
<b>Customer ID</b> 1912945	<b>Contact</b> Oliver Ingram	<b>SalesPerson</b> Isabella Mills
<b>Cust. Phone</b> (904) 329-2277	<b>Cust. Fax</b>	<b>Quote Expires:</b> 3/24/2026
oingram@vestapropertyservices.com		

Sell

To: Vesta Property Services  
 Oliver Ingram  
 17288 Meritage Blvd  
 JACKSONVILLE, FL 32246  
 USA

Ship

To: Vesta Property Services  
 Oliver Ingram  
 17288 Meritage Blvd  
 JACKSONVILLE, FL 32246  
 USA

<b>Terms</b> CREDIT CARD	<b>Ext Doc No.</b>	<b>Your Reference</b>	<b>Ship Via</b>	<b>Loc Code</b> KODAK	<b>Loc Phone</b>	<b>Loc Fax</b>
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**Blueprint**

<b>No.</b>	<b>Number</b>	<b>Description</b>	<b>Qty</b>	<b>Unit</b>	<b>Unit Price</b>	<b>Total Price</b>
	608-DEV500SG30LP	DEV500SG-30-LP ICE-DEVICE 460LB W/25LB TOTE LOW PROFILE	1	EA	4,498.58	4,498.58
		Free Shipping to Customer				
	608-00917054	Must Ship LTL 00917054 CORRECTIONAL PACKAGE (NO WINDOW) LOWER	1	EA	1,742.25	1,742.25
	399-AR10000P	AR-10000-P ARCTIC PURE PLUS PRIMARY WATER FILTER ASSY	1	EA	240.65	240.65
	399-IDT0420A161	IDP0420A 161 ICE MAKER AIR DICE 463LB 22" ES 115/1	1	EA	3,583.27	3,583.27
		Item Ships in 1-3 Business Days from Vendor				
		Free Shipping to Customer				
		Must Ship LTL				

**Sales Quote****Sales Quote Number: 845302**

Page: 2

**KaTom Restaurant Supply, Inc.**  
**305 Katom Dr.**  
**KODAK, TN 37764**

<b>Sales Quote Date:</b> 3/19/2026	<b>Due Date</b> 3/19/2026	<b>Ship Date</b> 3/19/2026
<b>Customer ID</b> 1912945	<b>Contact</b> Oliver Ingram	<b>SalesPerson</b> Isabella Mills
<b>Cust. Phone</b> (904) 329-2277	<b>Cust. Fax</b>	<b>Quote Expires:</b> 3/24/2026
oingram@vestapropertyservices.com		

Sell

To: Vesta Property Services  
 Oliver Ingram  
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**Blueprint**

<u>No.</u>	<u>Number</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
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Website: [katom.com](http://katom.com)

Phone: (800) 541-8683

Fax: (800) 821-9130

This office will follow up with you within 24 hours to ensure you received this quotation. Quotation must be signed below to be official.

**Submitted by:** \_\_\_\_\_ **Accepted by:** \_\_\_\_\_

Subtotal: 10064.75  
 S, H, & I: 55.00  
 Total Sales Tax: 986.68  
 Total: 11106.43

Federal and/or State tax laws may apply at the time of invoicing.

BY PLACING YOUR ORDER, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY KATOM'S POLICIES AND PROCEDURES STANDARD TERMS AND CONDITIONS, POLICIES AND PROCEDURES, INCLUDING BUT NOT LIMITED TO THE KATOM PRIVACY POLICY, RETURN POLICY, SHIPPING POLICY, AND TERMS AND CONDITIONS (WHICH INCLUDE DISCLAIMERS AND LIMITATIONS OF KATOM'S LIABILITY, AS WELL AS A PROVISION WHEREBY YOU AGREE TO ARBITRATE ALL DISPUTES), LOCATED AT [WWW.KATOM.COM/POLICY](http://WWW.KATOM.COM/POLICY) (COLLECTIVELY, THE "TERMS"). PLEASE CALL 1-800-541-8683 TO OBTAIN A PHYSICAL OR E-MAIL COPY OF THE TERMS. THE TERMS ARE ALSO AVAILABLE BY SCANNING THE QR CODE IN THE BOTTOM RIGHTHAND CORNER OF THIS QUOTE WITH THE CAMERA OF YOUR MOBILE DEVICE. IF YOU DO NOT AGREE TO BE BOUND BY ALL PROVISIONS OF THE TERMS, YOU MUST NOTIFY KATOM WITHIN TEN (10) DAYS OF RECEIPT OF THIS QUOTE AND IMMEDIATELY REJECT AND RETURN ALL GOODS TO KATOM. YOUR USE OF THE GOODS, OR YOUR FAILURE TO REJECT AND RETURN THE GOODS TO KATOM WITHIN TEN (10) DAYS, SHALL CONSTITUTE ACCEPTANCE OF ALL TERMS.



# iT0420 Ice Cube Machine

## Models

- IDT0420A   
  IYT0420A   
  IDT0420W   
  IYT0420W



Indigo NXT Series iT420 Ice Machine on D320 Bin  
\*Ice Machine and Bin sold separately

Designed for operators who know that ice is critical to their business, the Indigo NXT Series ice machine's preventative diagnostics continually monitor itself for reliable ice production. Improvements in cleanability and programmability make your ice machine easy to own and less expensive to operate.

- **New levels of Performance** – Showcasing an average of 41% lower energy consumption, 21% reduction in in potable water usage and a 34% reduction in condenser water usage. This translates into lower cost of ownership over the life of your machine.
- **easyTouch® Display** - New icon based touch screen takes the guess work out of owning and operating an ice machine.
- **Programmable Ice Production** – Now its super easy to program your ice machine to be off at certain times of the day to save money with fluctuating electrical rates. Also programmable by daily ice production volume and night time programming.
- **Easy to Clean Foodzone** – Hinge front door swing out for easy access. Removable water-trough, distribution tube, curtain, water probe and water pump for fast and efficient cleaning. Selected components are made with AlphaSan® antimicrobial.
- **Intelligent Diagnostics** – Provides 24 hour preventative maintenance and diagnostic feedback for trouble free operation.
- **Acoustical Ice Sensing Probe** – Unique patented technology allows for reliable operation in challenging water conditions and environments
- **DuraTech® Exterior** – Provides superior corrosion resistant above stainless steel. Innovative clear-coat resists fingerprints and dirt making it easier to keep clean.
- Available **LuminIce® II Virus and Bacteria Inhibitor** – Controls viruses, bacteria, mold, and yeast within the food zone to keep the ice machine clean longer. A new sanitation icon lets you know the operational status.
- **Active Sense** – insures consistent ice harvest in all environmental conditions. This software works in conjunction with the acoustical ice sensing probe improving reliability and performance

## Ice Machine Electric

115/60/1 standard  
(208-230/60/1 also available)

### Minimum circuit ampacity:

Air-cooled: 11.3, 115v, 5.5 208-230v  
Water-cooled: 10.6, 115v, 5.2 -208-230v

### Maximum fuse size:

Air-cooled: 15 1ph  
Water-cooled: 15 1ph



## Specifications

**BTU Per Hour:**  
3,800 (average),  
and 6,000 (peak)

### Refrigerant:

R410A CFS - Free  
Lowers global warming  
by 48% 51.1 kPa)

### Operating Limits:

- Ambient Temperature Range:  
40 to 110 F (4.4 to 43.3 C)  
Water Temperature Range:  
40 to 90 F (4.4 to 32.2 C)
- Potable Water Pressure:  
Min. 20 psi (137.9 kPa)  
Max. 80 psi (551.1 kPa)
- Condenser Water Pressure:  
Min. 20 psi (137.9 kPa)  
Max. 276 psi (1902.95 kPa)

## Ice Shape



**Half Dice**  
3/8" x 1 1/8" x 7/8"  
(.95 x 2.86 x 2.22 cm)



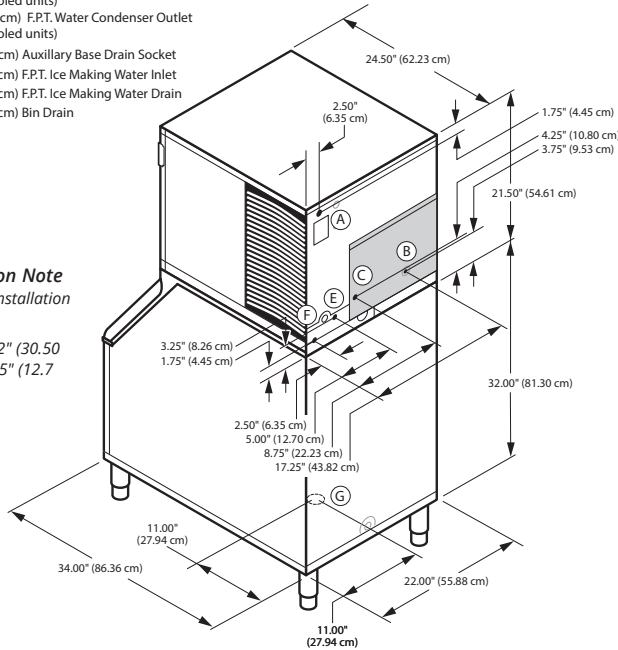
**Dice**  
7/8" x 7/8" x 7/8"  
(2.22 x 2.22 x 2.22 cm)



### iT0420 on D-320 Storage Bin

- (A) Electrical Entrance (2) Options
- (B) 3/8" (0.95 cm) F.P.T. Water Condenser Inlet (water-cooled units)
- (C) 1/2" (1.27 cm) F.P.T. Water Condenser Outlet (water-cooled units)
- (D) 1/2" (1.27 cm) Auxillary Base Drain Socket
- (E) 3/8" (0.95 cm) F.P.T. Ice Making Water Inlet
- (F) 1/2" (1.27 cm) F.P.T. Ice Making Water Drain
- (G) 3/4" (1.91 cm) Bin Drain

**Installation Note**  
Minimum installation clearance:  
Top/side: 12" (30.50 cm)  
Back is 5" (12.7 cm)



### Space-Saving Design



	iT0420 D-320	iT0420 D-420
Height	59.50" 151.13 cm	71.50" 181.61 cm
Width	22.00" 55.88 cm	22.00" 55.88 cm
Depth	34.00" 86.30 cm	34.00" 86.30 cm
Bin	264 lbs.	383 lbs.
Storage	118 kgs.	174 kgs.

Height includes adjustable bin legs 6.00" to 8.00", (15.24 to 20.32 cm) set at 6.00" (15.24 cm).  
Bin capacity is based on 90% of the volume x 33 lbs/ft<sup>3</sup> average density of ice.

### Specifications

	Model	Ice Shape	Ice Production 24 Hours		Power Usage kWh/100 lbs. @90°Air/70°F	Potable Water Usage/100 lbs. 45.4 kgs. of Ice
			70°Air/ 50°F Water	90°Air/ 70°F Water		
AIR COOLED	IDT0420A	dice	470 lbs.	375 lbs.	5.6 ★	19.9 Gal. 73.3 L
			213 kgs	170 kgs		
AIR COOLED	IYT0420A	half-dice	460 lbs.	375 lbs.	5.55 ★	19.9 Gal. 73.3 L
			209 kgs	170 kgs		
WATER COOLED	IDT0420W	dice	454 lbs.	400 lbs.	4.28	19.9 Gal. 73.3 L
			206 kgs	181 kgs		
WATER COOLED	IYT0420W	half-dice	490 lbs.	425 lbs.	4.24	19.9 Gal. 73.3 L
			222 kgs.	193 kgs		

\* Water-cooled Condenser Water Usage / 100 lbs. /45.4 kgs. Of Ice: 140 gal/ 530 L.  
\*Water-cooled models are excluded from ENERGY STAR qualification.

Order separately: Ice storage bin for all units  
★ ENERGY STAR® 3.0 qualified

### Accessories

**LuminIce® II Virus and Bacteria Inhibitor**  
controls viruses and bacteria in the ice machine.



**External Scoop holder**  
protect the ice scoop with the NSF approved versatile scoop holder.



**Arctic Pure® Plus**  
reduce sediments and chlorine contaminants down to .5 microns. Use with Pre-filter recommended.



**iAuCS®**  
schedules and performs routine ice machine cleaning automatically.



Manitowoc Ice reserves the right to make changes to the design or specifications without prior notice.

# Single door Ice•Device™

low-profile with Totes™ ice carrier



DEV1010SG-48-LP shown

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## Features

Designed with speed, safety and sanitation in mind

- elevated ice storage bin uses gravity to dispense ice through a chute seven times faster than scooping
- dispensing into a Totes ice carrier eliminates scooping by hand to help prevent cross-contamination
- industry exclusive SmartGATE® ice shield controls the flow of ice to reduce spill and limit contact with ice
- locks in three positions and returns easily to full down position

Fresher ice

- first ice in is first ice out

Ice compatibility

- compatible with most non-flake ice types, including customer preferred Chewblet® ice and cube ice

Durable, user-friendly construction

- full stainless bin exterior and 10.00" (2.54 cm) flanged legs
- corrosion-resistant poly bin liner and ABS top
- heavy duty "stay-open" PowerHinge™ door hinge – easy one hand open and close without door catches

Rugged poly Totes ice carrier

- limits lifted weight to 25 lb (11 kg) for safe ice delivery
- rectangular design facilitates pouring into beverage dispensers, wait stations and ice wells

Easy installation

- comes with ice access door assembly attached to body of bin
- only 31.00" (78.7 cm) wide to fit through standard door openings by removing front door assembly (4 screws, no sealant)
- drain elbow with 1.00" (2.54 cm) barb fitting provided

Warranty

- parts and labor for corrosion repair for useful life of product
- 5 years parts and labor on all other integral components
- 3rd party ice machines must be installed and operated in accordance with the manufacturer's instructions
- visit [follettice.com](http://follettice.com) for complete warranty details

Includes:

- custom-cut non-corroding ABS top
- optional Flexi-Top™ ice bin top system for 48.00" (121.9 cm) and 60.00" (152.4 cm) wide models – allows many ice machines to fit one top
- single Totes ice carrier
- 82 oz (2.4 L) plastic ice scoop
- paddle and rake tool set with hanging bracket

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## Accessories

Additional accessories (refer to form# 3435)

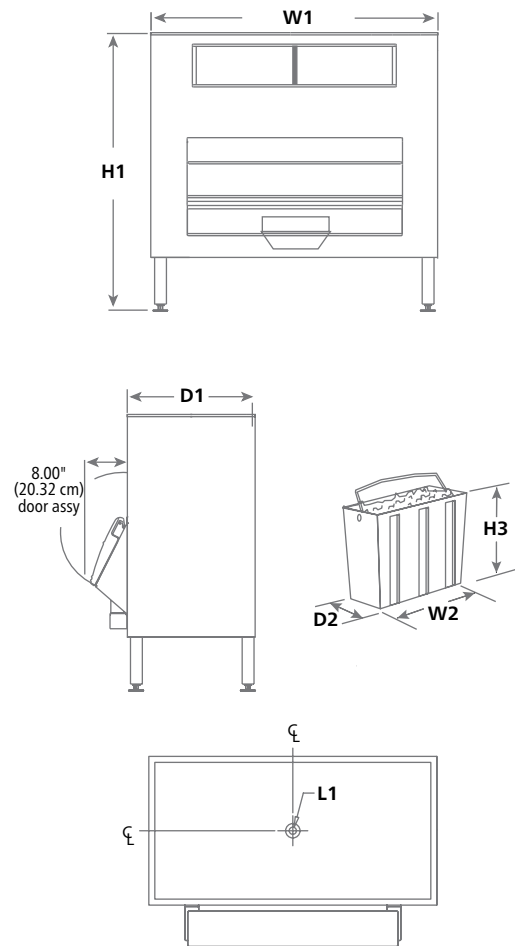
## Specification

Maximum bin capacity <sup>1</sup>	see model table below
<b>W1</b> Bin width	see model table below
<b>D1</b> Bin depth	31.00" (78.7 cm)
Bin depth with lower door assembly <sup>2</sup>	39.00" (99.1 cm)
Bin depth with door fully extended	49.50" (125.7 cm)
<b>H1</b> Bin height with legs <sup>3</sup>	see model table below
Required door access <sup>4</sup>	32.00" (81.3 cm)
<b>W2</b> Tote width	39.7 cm (15.62")
<b>D2</b> Tote depth	18.08 cm (7.12")
<b>H2</b> Tote height	38.1 cm (15.00")
<b>L1</b> Drain <sup>5</sup>	1.00" FPT, center of bin bottom (drain elbow supplied)
Dispense rate	up to 5 lb (2.3 kg) per second
Ice compatibility	cube ice and Chewblet ice
Approximate ship weight	see model table below

NOTE: For indoor use only

SHORT FORM SPECIFICATION: Ice•Devce system to be Follett model \_\_\_\_\_ elevated bin, 10.00" (25.4 cm) flanged legs and Totes ice carrier with front ice chute and industry-exclusive SmartGATE ice shield. Bin to hold approximately \_\_\_\_\_ lb (kg) of ice. Exterior finish of bin to be full stainless front, sides, back and bottom. Bin liner to have non-corroding polyethylene walls and stainless steel bottom. Bin insulation to be CARB compliant non-HFC foam, bonded to shell and liner for added structural strength. Bin top to be ABS and custom-cut for ice machine(s) to be used. Lower door assembly to include non-corroding poly access door, poly lift door with PowerHinge to eliminate gasket and latches, and inner SmartGATE to positively control ice flow into access door area. Entire lower door assembly to be easily removable for installation through narrow doors. Upper inspection window (on all models except DEV500SG-30, DEV860SG-48 and DEV1080SG-30) to be double-wall poly to increase durability and minimize ice melt and condensation. Totes to be of one-piece, molded poly with swivel handle. All models to be equipped 82 oz (2.4 L) plastic ice scoop and paddle and rake tool set. NSF listed.

## Dimensional drawing



FLEXI-TOP, ICE•DEVCE, POWERHINGE, SMARTCART and TOTES are trademarks of Follett Products, LLC. CHEWBLET, FOLLETT and SMARTGATE are registered trademarks of Follett Products, LLC, registered in the US. Follett reserves the right to change specifications at any time without obligation. Certifications may vary depending on country of origin.

Model	Maximum bin capacity lb (kg) <sup>1</sup>	Cubic volume cu ft (m)	Width - <b>W1</b> in (cm)	Height with legs <sup>3</sup> - <b>H1</b> in (cm)	Approximate ship weight lb (kg)
DEV500SG-30-LP <sup>6</sup>	460 (209)	14.80 (0.41)	30.00 (76.2)	48.75 (123.8)	186 (85)
DEV700SG-30-LP	680 (309)	21.70 (0.61)	30.00 (76.2)	64.25 (163.2)	229 (104)
DEV860SG-48-LP <sup>6</sup>	860 (391)	25.50 (0.72)	48.00 (121.9)	50.25 (127.6)	288 (131)
DEV1010SG-48-LP	1000 (454)	31.90 (0.90)	48.00 (121.9)	60.25 (153.0)	277 (126)
DEV1175SG-48-LP	1185 (538)	37.60 (1.06)	48.00 (121.9)	66.25 (168.3)	319 (145)
DEV1300SG-48-LP	1320 (599)	41.90 (1.19)	48.00 (121.9)	68.75 (174.6)	342 (156)
DEV1160SG-56-LP	1170 (531)	37.30 (1.06)	56.00 (142.2)	60.25 (153.0)	296 (135)
DEV1350SG-56-LP	1360 (617)	43.20 (1.22)	56.00 (142.2)	66.25 (168.3)	353 (161)
DEV1080SG-60-LP <sup>6</sup>	1080 (490)	34.30 (0.97)	60.00 (152.4)	50.25 (127.6)	297 (135)
DEV1325SG-60-LP	1325 (602)	42.00 (1.19)	60.00 (152.4)	60.25 (153.0)	373 (170)
DEV1475SG-60-LP	1490 (676)	47.40 (1.34)	60.00 (152.4)	66.25 (168.3)	356 (162)
DEV1650SG-60-LP	1660 (754)	52.80 (1.50)	60.00 (152.4)	68.75 (174.6)	336 (153)

- Computed on cubic volume of bin. Does not reflect cart capacity or voids that can occur due to pyramiding.
- Lower door assembly easily removed for installation access.
- Special top required for ice machines weighing more than 1000 lb (454 kg). Add 0.5" (1.27 cm) to height. Contact factory.  
**Note:** Not available for model DEV500 and DEV700.
- Required clearance for installation access through doors (may require removal of lower door assembly).  
**Note:** DEV500 and DEV700 require 31.00" (78.7 cm) of clearance.
- Follett recommends installation of a floor drain with grate with all ice storage bins. Consider cart positioning when locating the drain.  
Clearance required to pull cart from below bin — minimum 36.00" (91.4 cm), optimal 40.00" (101.6 cm).
- DEV500SG-30, DEV860SG-48 and DEV1080SG-60 do not have upper inspection window.

## Single door Ice•Devce, low-profile



# EXHIBIT 7

# Work Order Proposal



**Proposal Date:** 4/20/2026  
**Proposal Work Order #:** 90782  
**Prepared By:** ALLEN FLANNERY

**Property Name:** Beach CDD (Tamaya HOA)  
**Address:** 12788 Meritage Blvd, Jacksonville, FL 32246  
**Client Contact:** Ron Zastrocky rzastrocky@vestapropertyservices.com  
**Client Phone #:** 904-557-3075

## Debris Pile Removal Project

This project consists of removing and properly disposing of large debris piles along Beach Boulevard adjacent to the Tamaya Beach CDD. This effort will enhance the visual appeal of the corridor while supporting a cleaner, safer environment for the surrounding community.

DESCRIPTION	QTY	SIZE	UNIT PRICE	EXT PRICE	TOTAL PRICE
<b>Debris Disposal, Clean-Up</b>					<b>\$4,744.41</b>
Disposal/Refuse	1.00	LS	\$4,744.41	\$4,744.41	
<b>Total for Work Order #90782</b>					<b>\$4,744.41</b>











# TERMS & CONDITIONS

1. **Plant Guarantee.** The Greenery, Inc. guarantees all plantings we supply and install for one year that are covered under an automated irrigation system and maintained under a continuous maintenance agreement by the Greenery, Inc.. This guarantee does not apply to plants that are lost due to abuse, vandalism, animals, fire, lightning, hail, vehicular damage, freeze, neglect, nor Acts of God.
2. **Exclusions.** Transplanted materials, annuals and flowers, plants in pots and planters, and all types of Sod are EXCLUDED from the Plant Guarantee.
3. **Deer.** Damage to or loss of plants due to deer is not covered by any guarantee, expressed or implied. The Greenery, Inc. makes every effort to use deer resistant material; however, due to the increase in their population and their changing habits, the Greenery, Inc. is not responsible for any resultant damage.
4. **Tree Work.** Stumps from tree removal will be cut to within approximately twelve inches above ground level. Stump grinding or removal is not included unless otherwise specified in this proposal. Wood will be left on the premises where lowered and dropped and will be cut into firewood length (approximately 16 to 24 inches lengthwise) unless specified otherwise in this proposal. Splitting, moving or hauling of wood or wood chips will be performed only if specifically stated in this proposal.
5. **Utility Locates.** The Greenery Inc. will call in the utility locates before starting the job. It is the responsibility of the Client/Owner to call in any private utilities that are outside normal location utilities. The Greenery Inc. is not responsible for damage to underground irrigation lines, wiring, pipes, utilities, invisible fencing, or lighting systems whose locations are not properly marked.
6. **Irrigation Pricing.** The existing automated irrigation system is checked at new landscaping areas, adjusted for proper coverage and broken heads and nozzles are replaced as needed. Irrigation adjustments, repairs and additions are billed on a Labor and Materials basis. Any irrigation prices included in this bid are an estimation only.
7. **New Construction Irrigation Installation.** Sleeves under roads and sidewalks must be accurately marked and no deeper than 4 feet below surface grade. A water source must be provided by Client/Owner/Developer prior to commencement of irrigation installation. Any temporary irrigation pipe that needs to be installed to access water source, will be billed in addition. The connection of the backflow device to the water meter is the responsibility of the Client/Owner.
8. **Drainage.** Any drainage installation is meant to improve conditions, but does not guarantee a complete elimination of issues. Standing water, puddling, saturated soils and washouts may still occur. Additional work may be needed after initial work is completed. Standing water for up to 48 hours after a significant rainfall is typical for the Lowcountry.
9. **Access to Jobsite.** Client/Owner is to provide all utilities to perform the work. Client/Owner will furnish access to all parts of jobsite where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for the performance of the work.
10. **Invoicing.** Client/Owner will make payment to Contractor within fifteen (15) days upon receipt of invoice. In the event that the completion of work requires more than thirty (30) days, a progress bill will be presented by month end and will be paid within fifteen (15) days upon receipt of invoice.
11. **Disclaimer.** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time the proposal was prepared. The price quoted in this proposal for the work described is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering and/or certified landscape architectural design services are not included in this agreement and are not provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.
12. **Promotional Clause.** The client hereby assigns the Contractor the irrevocable and unrestricted right to use and publish photographs of the work performed for editorial, trade, advertising, educational and any other purpose in any manner and medium; to alter the same without restriction; and to copyright the same without restriction. The Client releases all

claim to profits that may arise from use of images.

13. Payment. All unpaid balances over 30 days from date of invoice will be subject to the maximum finance charge allowable by law. The Greenery will be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year) or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing. Failure to make payment when due for completed work may result in a mechanic's lien on the title of your property. Credit card payments are subject to a 3% processing fee.

14. A 50% deposit of the total project cost is required to initiate the work. Please refer to the work order number when making your payment. Upon receipt of the deposit, we will confirm the schedule and begin preparing for the installation.

15. The pricing outlined in this proposal is valid for 60 days from the date of issue. After this period, the proposal may be subject to revision based on market conditions and material costs.

16. Enhancement Installation Warranty - The Greenery Inc. warrants that enhancement installations are completed in a manner appropriate to the scope of work, site conditions, and materials specified within the approved enhancement proposal. Plant material is warranted for thirty (30) days from the date of installation, and hardscape, irrigation modifications, and structural enhancements are warranted for ninety (90) days. Warranty coverage will continue while The Greenery Inc. remains the contracted maintenance provider for the property and is responsible for routine maintenance and irrigation oversight. This warranty applies to installation workmanship and plant viability under normal growing conditions and excludes losses resulting from extreme weather, water shortage, acts of nature, vandalism, improper irrigation or site conditions outside of The Greenery Inc.'s control, third-party activity, or interruption or cancellation of maintenance services. Warranted plant material, when applicable, will be replaced one (1) time from the original installation, with replacements scheduled during the appropriate planting season.

**Property Name:** Beach CDD (Tamaya HOA)  
**Address:** 12788 Meritage Blvd, Jacksonville, FL 32246  
**Client Contact:** Ron Zastrocky rzastrocky@vestapropertyservices.com  
**Client Phone #:** 904-557-3075

**Proposal Date:** 4/20/2026  
**Proposal Work Order #:** 90782  
**Prepared By:** ALLEN FLANNERY

Total: \$4,744.41  
Deposit Amount (50%): \$2,372.20

The pricing outlined in this proposal is valid for **60 days** from the date of issue. After this period, the proposal may be subject to revision based on market conditions and material costs.

By ALLEN FLANNERY  
ALLEN FLANNERY  
Date 4/20/2026  
**The Greenery, Inc.**

By \_\_\_\_\_  
Date \_\_\_\_\_

# EXHIBIT 8

**From:** [David C. McInnes](#)  
**To:** [Jackie Leger](#)  
**Subject:** Beach CDD: 1/8 Workshop Exhibit (FW: Landscape and Arborist)  
**Date:** Monday, January 5, 2026 1:56:29 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)  
[image003.png](#)

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Jackie:

Please use the email below from Ron as the exhibit for the workshop agenda item entitled "Arborists/Options for Oak Trees" found under Chair Kendig's section.

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

Sincerely,



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

Vesta District Services  
250 International Parkway, Suite 208  
Lake Mary, FL 32746  
[www.VestaPropertyServices.com](http://www.VestaPropertyServices.com)



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**From:** Ron W. Zastrocky <[rzastrocky@vestapropertyservices.com](mailto:rzastrocky@vestapropertyservices.com)>  
**Sent:** Monday, January 5, 2026 1:45 PM  
**To:** [boardmember3@beachcdd.com](mailto:boardmember3@beachcdd.com); David C. McInnes <[dmcinnes@vestapropertyservices.com](mailto:dmcinnes@vestapropertyservices.com)>  
**Subject:** Re: Landscape and Arborist

Good afternoon,  
From Dylan at Rupperts. This is from the arborist.

**Root Pruning**

Prune roots on street trees along sidewalk approximately 10-12 feet to prevent sidewalk upheaving. This will need to eventually be done again to prevent root upheaving in approximately 5 to 6 years depending on root growth. Price is \$200.00 per tree.

**Growth Regulator**

Application to slow canopy growth and redirect energy towards fibrous root production to improve the health and vitality of the street trees. This is good for 3 years and could be done again after 3 years to control tree growth. Price is \$100.00 per tree.

**Ron Zastrocky**

Your Community. Field Operations Manager  
Our Commitment. C. 904-577-3075

Vesta Property Services  
245 Riverside Ave, Suite 300,  
Jacksonville, FL 32202  
[www.VestaPropertyServices.com](http://www.VestaPropertyServices.com)

-  
[Careers | Request Proposal](#)

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**From:** James (Jim) Kendig (Board Member 3) <[boardmember3@beachcdd.com](mailto:boardmember3@beachcdd.com)>

**Sent:** Saturday, January 3, 2026 10:46 AM

**To:** David C. McInnes <[dmcinnes@vestapropertyservices.com](mailto:dmcinnes@vestapropertyservices.com)>; Ron W. Zastrocky <[rzastrocky@vestapropertyservices.com](mailto:rzastrocky@vestapropertyservices.com)>

**Subject:** Landscape and Arborist

David

Having reviewed the agenda I noticed that we have several proposal for landscaping but last time I heard from the vice chair, at a mtg or workshop, they were still with Wes (legal).....when did the supervisors receive notice that this was being bid out....I certainly could have missed it?

Ron any news from the arborist on this recommendations? Thx Jim

# EXHIBIT 9

# AXE SIGNS + WAYFINDING

Joe Hearn | 561-875-1853 | joe@axesigns.com  
801 S Olive Ave, Unit 220, West Palm Beach, FL 33401

## PROJECT ESTIMATE

Client:	Tamaya Community Development District
Contact:	Oliver E. Ingram
Project:	Tamaya Entrance Digital Monument Sign
Location:	12788 Meritage Blvd, Jacksonville, FL 32246

### Scope of Work

Fabrication and installation of a double-sided electronic message center monument sign installed at the Tamaya entrance island approaching the community gate.

Digital Display	Double-sided LED message center, 4' x 5' per face, 6mm outdoor full color display
Monument Structure	Custom steel structure with decorative monument enclosure
Electrical	Power connection, wiring, controller setup
Installation	Delivery, equipment, footing, installation and commissioning

Item	Amount
Digital LED Display System (Double-Sided)	\$26,000
Custom Monument Structure Fabrication	\$6,500
Installation, Electrical Integration & Foundation	\$3,500

<b>TOTAL PROJECT INVESTMENT</b>	<b>\$36,000</b>
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**Schedule:** Estimated 6–8 weeks from deposit and permit approval.

**Payment Terms:** 50% deposit to begin fabrication, balance due upon installation.

# AXE SIGNS + WAYFINDING

Joe Hearn | 561-875-1853 | joe@axesigns.com  
801 S Olive Ave, Unit 220, West Palm Beach, FL 33401

## PROJECT ESTIMATE

Client:	Tamaya Community Development District
Contact:	Oliver E. Ingram
Project:	Tamaya Entrance Digital Monument Sign (Single-Sided)
Location:	12788 Meritage Blvd, Jacksonville, FL 32246

### Scope of Work

Fabrication and installation of a single-sided electronic message center monument sign installed at the Tamaya entrance island approaching the community gate.

Digital Display	Single-sided LED message center, 4' x 5', 6mm outdoor full-color display
Monument Structure	Custom steel structure with decorative architectural monument enclosure
Electrical	Power connection, wiring, controller setup
Installation	Delivery, equipment, footing, installation and commissioning

Item	Amount
6mm LED Message Center (4' x 5' Single-Sided)	\$13,000
Custom Monument Structure Fabrication	\$6,500
Installation, Electrical Integration & Foundation	\$3,500

<b>TOTAL PROJECT INVESTMENT</b>	<b>\$23,000</b>
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**Estimated Schedule:** 6–8 weeks from deposit and permit approval.

**Payment Terms:** 50% deposit to begin fabrication, balance due upon installation.

# EXHIBIT 10

# EXHIBIT 11

To: David McGinnis, District Manager, Beach CDD

From: Walter Repak, Board Member 2, Beach CDD

Toward the end of the April 2, 2026 Board Workshop, Board Members discussed recent actions causing growing expense to all CDD residents. Among these are:

- Vehicular damage to the front gate access bar, (generally covered by vehicle insurance)
- Vandalism to the gate facing Beach Boulevard by a minor;
- E-Bike joy riding on CDD turf creating unsightly divots and bare spots which must be repaired at significant expense.

Prior to the above, late last year the Board was requested by a resident to remedy a situation where another resident had encroached into a natural preserve for which the CDD is responsible, cutting trees and changing the topography, creating possible water runoff problems for other residents. ( Is this situation fully resolved, and is the CDD financially compensated?)

Another resident reported yesterday that a staff member's car was broken into during daylight hours while she was working in the pool area, stealing clothing and causing several hundred \$ in car damages.

These events and others of which you and other Staff members may be aware, point to a growing need for the CDD to have an efficient, practical method of assigning responsibility

to those who cause this damage and getting them to pay for it. If the CDD does not act, problems will grow, leading to increased expenses and overall deterioration in the entire community.

- A. The CDD needs the Registered Agent's Counsel on this matter. Does Vesta have any experience with other CDDs which have developed procedures to help us in in these matters?
  
- B. What changes are necessary to the CDD Rules?
  
- C. How should the CDD publish these rules changes to insure all residents have a reasonable way to know them and adjust their behavior within a reasonable time-frame?
  
- D. Rule change Proposals
  - I. E-Bikes may only be ridden in the street or assigned parking lots, not on the sidewalks, CDD maintained lawn areas, or property belonging to other residents.
  
  - II. The Full Cost of repairing any lawn, shrubbery or other CDD property damaged by use of Bikes or vehicles of any kind will be charged to the owner of the property where the person causing the damage resides, whether or not the offender has been judged guilty of Criminal Mischief.
  
  - III. If a person is judged to have committed Criminal Mischief or other crime affecting a resident or staff member, all residents of the CDD have been

negatively affected. Therefore, the CDD will aid the victim resident(s) to obtain court ordered restitution.

IV. If the Owner refuses or unreasonably delays reimbursing the expenses incurred, the CDD will exercise one or both of the following actions:

i. Lawsuit followed by lien on the property;

ii. Submission of bill to a debt collection agency

# EXHIBIT 12