

BEAUMONT

COMMUNITY DEVELOPMENT DISTRICT

October 27, 2020

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

Beaumont Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 570-0013

October 20, 2020

Board of Supervisors
Beaumont Community Development District

Dear Board Members:

The Board of Supervisors of the Beaumont Community Development District will hold a Regular Meeting on October 27, 2020 at 11:00 a.m., at **1-888-354-0094, CONFERENCE ID: 2144145**. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Ratification of CherryLake, Inc. Change Orders
 - A. Change Order No. 14 [Irrigation & Landscape]
 - B. Change Order No. 15 [Irrigation & Landscape]
 - C. Change Order No. 16 [Irrigation & Landscape]
 - D. Change Order No. 17 [Irrigation & Landscape]
4. Ratification of Hughes Brothers Construction, Inc., Change Orders
 - A. Change Order No 24 [Sidewalk in Front of Amenity Center]
 - B. Change Order No. 25 [Sundance Trail Extension]
5. Ratification of Mandy Electric Change Order No. 3 [Site Lighting]
6. Ratification of Purchase Requisition Request Forms
 - A. Ferguson Waterworks
 - B. Mack Concrete
7. Consideration of Townhome Rules and Regulations
 - A. Beaumont Clubhouse Reservation Form
 - B. Beaumont Clubhouse Rules and Regulations

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
CONFERENCE ID: 2144145

- C. Beaumont Townhome Rules and Regulations
- 8. Ratification of Complete Pest Management, LLC, Pest Control Service Agreement
- 9. Consideration of D.R. Horton Maintenance Protection Plan
- 10. Acceptance of Unaudited Financial Statements as of September 30, 2020
- 11. Consideration of August 25, 2020 Telephonic Public Hearing and Meeting Minutes
- 12. Staff Reports
 - A. District Counsel: *Hopping Green & Sams, PA*
 - B. District Engineer: *Morris Engineering and Consulting, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- UPCOMING MEETINGS:

- I. November 3, 2020 at 11:00 A.M. Landowners’ Meeting (*Board Members are not required to attend*)
- II. January 26, 2021 at 11:00 A.M.

- QUORUM CHECK

Seat 1*	Troy Simpson	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Seat 2	James Harvey	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Seat 3	Greg Meath	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Seat 4*	Bradley Walker	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Seat 5*	Candice Smith	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

**Seats subject to November 3, 2020 Landowners’ Election*

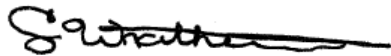
- 13. Board Members’ Comments/Requests
- 14. Public Comments
- 15. Adjournment

“Further, please be advised that the Florida Governor’s Office has declared a state of emergency due to the Coronavirus (COVID-19). As reported by the Center for Disease Control and World Health Organization, COVID-19 can spread from person-to-person through small droplets from the nose or mouth, including when an individual coughs or sneezes. These droplets may land on objects and surfaces. Other people may contract COVID-19 by touching these objects or surfaces, then touching their eyes, nose or mouth.”

“That said, the District wants to encourage public participation in a safe and efficient manner. Toward that end, anyone wishing to listen and participate in the meeting can dial in at **1-888-354-0094, Conference ID: 2144145**. Additionally, participants are encouraged to submit questions and comments to the District’s manager in advance at 561-571-0010.”

Should have any questions or concerns, please do not hesitate to contact me directly at 561-719-8675.

Sincerely,

A handwritten signature in black ink, appearing to read "Craig Wrathell", with a long horizontal flourish extending to the right.

Craig Wrathell
District Manager

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

3A

CHANGE ORDER NO. 14

Date of Issuance: _____ Effective Date: _____

Project: Beaumont Irrigation & Landscape District	District: Beaumont Community Development District	District's Contract No.:
Contract: Contractor Agreement (Assigned to the District on November 13, 2019)		Date of Contract: August 26, 2019
Contractor: CherryLake, Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Additional Bahia Sod - See Exhibit A attached hereto.**

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$1,238,528.00

Increase/Decrease from prior Change Orders:

\$118,778.94

Contract Price prior to this Change Order:

\$1,357,306.94

Increase/Decrease of this Change Order:

\$451.10

Contract Price incorporating this Change Order:

\$1,357,758.04

CHANGE IN CONTRACT TIMES:

Original Contract -Working days -Calendar days
Times:
_____ Substantial completion (days or date):
_____ Ready for final payment (days or date):

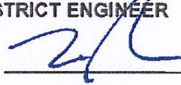
Increase/Decrease from previously approved Change Orders
No. _____ to No. _____:
_____ Substantial completion (days):
_____ Ready for final payment (days):

Contract Times prior to this Change Order:
_____ Substantial completion (days or date):
_____ Ready for final payment (days or date):

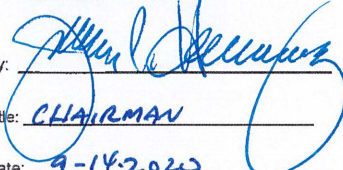
Increase/Decrease of this Change Order:
_____ Substantial completion (days or date):
_____ Ready for final payment (days or date):

Contract Times with all approved Change Orders:
_____ Substantial completion (days or date):
_____ Ready for final payment (days or date):

RECOMMENDED BY:
MORRIS ENGINEERING AND CONSULTING, LLC
DISTRICT ENGINEER

By: 
Title: DISTRICT ENGINEER
Date: 9/11/20

ACCEPTED:
BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

By: 
Title: CHAIRMAN
Date: 9-14-2020

ACCEPTED:
CHERRYLAKE, INC.

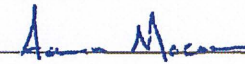

By: 
Title: Business PM / Aaron Morse
Date: 9/10/2020

EXHIBIT A

Cost Breakdown Change Orders			
Submitted By: <u>Cherrylake, Inc.</u>			
Project Name: <u>Beaumont</u>		Date: <u>6/4/2020</u>	
		FCC No.: <u>13</u>	
Cost Items			
Additional Bahia Sod - West Side	3450	SF	\$ 0.25
1,970.51			
6,550.05			
Additional Bahia Sod - South Side	7500	SF	\$ 0.26
1,950.00			
Additional Bahia Sod - North Townhome Entrance	1735	SF	\$ 0.26
451.10			
			Subtotal
			\$ 1,302.59
			Bonds (120%)
			\$ 56.00
			Total Cost of this Directive/Change Order Request
			\$ 1,437.67
Description of Changes:			
Add bahia sod behind monument and behind beds along 400 & 450A			
Add bahia sod along West side of North Townhome entrance.			

BEAUMONT

COMMUNITY DEVELOPMENT DISTRICT

3B

CHANGE ORDER NO. 15

Date of Issuance: _____ Effective Date: _____

Project: Beaumont Irrigation & Landscape	District: Beaumont Community Development District	District's Contract No.:
Contract: Contractor Agreement (Assigned to the District on November 13, 2019)	Date of Contract: August 26, 2019	
Contractor: CherryLake, Inc.	Architect's/Engineer's Project No.:	

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Additional Seedling Live Oak, Bahla Sod, Irrigation & Pine Bark Mulch - See Exhibit A attached hereto.**

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$1,238,528.00

Increase/Decrease from prior Change Orders:

\$119,230.04

Contract Price prior to this Change Order:

\$1,357,758.04

Increase/Decrease of this Change Order:

\$10,548.77

Contract Price incorporating this Change Order:

\$1,368,306.81

CHANGE IN CONTRACT TIMES:

Original Contract -Working days -Calendar days
Times:
_____ Substantial completion (days or date):
_____ Ready for final payment (days or date):

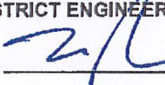
Increase/Decrease from previously approved Change Orders
No. _____ to No. _____:
_____ Substantial completion (days):
_____ Ready for final payment (days):

Contract Times prior to this Change Order:
_____ Substantial completion (days or date):
_____ Ready for final payment (days or date):

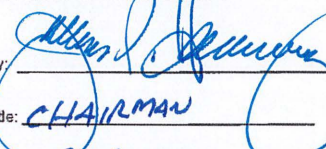
Increase/Decrease of this Change Order:
_____ Substantial completion (days or date):
_____ Ready for final payment (days or date):

Contract Times with all approved Change Orders:
_____ Substantial completion (days or date):
_____ Ready for final payment (days or date):

RECOMMENDED BY:
MORRIS ENGINEERING AND CONSULTING, LLC
DISTRICT ENGINEER

By: 
Title: District Engineer
Date: 9/11/20

ACCEPTED:
BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

By: 
Title: CHAIRMAN
Date: 9-14-2020

ACCEPTED:
CHERRYLAKE, INC.



By: 
Title: Business PM / Aaron Morse
Date: 9/10/2020

EXHIBIT A

Cost Breakdown Change Orders					
Submitted By: <u>Cherrylake, Inc.</u>					
Project Name: <u>Beaumont</u>				Date: <u>6/4/2020</u>	
				PCO No.: <u>15</u>	
Cost Items					
Seedling Live Oak, 45 gal., 11'-12' Ht.	5	EA	\$ 371.28	\$	1,856.40
Bahia Sod	19100	SF	\$ 0.26	\$	4,966.00
Irrigation - Rotors & Bubblers	1	LS	\$ 3,578.41	\$	3,578.41
Pine Bark Mulch	0.5	CY	\$ 39.90	\$	19.65
				Subtotal	\$ 10,415.46
				Bonds (1.28%)	\$ 139.32
				Total Cost of this Directive/Change Order Request:	\$ 10,548.77
Description of Changes:					
Install rotors and bubblers to cover area at Northwest corner of Townhomes. Utilize existing irrigation zone valve 49.					
Installation of (5) Live Oaks around cul de sac per Townhomes plan.					
Installation of Bahia sod from Townhome wall to the North, South around the cul de sac toward the North side of the pond.					

BEAUMONT

COMMUNITY DEVELOPMENT DISTRICT

3C

CHANGE ORDER NO. 16

Date of Issuance: _____ Effective Date: _____

Project: Beaumont Irrigation & Landscape	District: Beaumont Community Development District	District's Contract No.:
Contract: Contractor Agreement (Assigned to the District on November 13, 2019)		Date of Contract: August 26, 2019
Contractor: CherryLake, Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Vegetation Removal & Fine Grading, Bahia Sod, Pine Straw Mulch - See Exhibit A attached hereto.**

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$1,238,528.00

Increase/Decrease from prior Change Orders:

\$129,778.81

Contract Price prior to this Change Order:

\$1,368,306.81

Increase/Decrease of this Change Order:

\$4,529.55

Contract Price incorporating this Change Order:

\$1,372,836.36

CHANGE IN CONTRACT TIMES:

Original Contract —Working days —Calendar days
Times:
_____ Substantial completion (days or date): _____
_____ Ready for final payment (days or date): _____

Increase/Decrease from previously approved Change Orders
No. _____ to No. _____:
_____ Substantial completion (days): _____
_____ Ready for final payment (days): _____

Contract Times prior to this Change Order:
_____ Substantial completion (days or date): _____
_____ Ready for final payment (days or date): _____

Increase/Decrease of this Change Order:
_____ Substantial completion (days or date): _____
_____ Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:
_____ Substantial completion (days or date): _____
_____ Ready for final payment (days or date): _____

RECOMMENDED BY:
MORRIS ENGINEERING AND CONSULTING, LLC
DISTRICT ENGINEER

By: _____
Title: District Engineer
Date: 9/11/20


ACCEPTED:
BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

By: _____
Title: CHAIRMAN
Date: 9-14-2020

ACCEPTED: .
CHERRYLAKE, INC.

By: _____
Title: Business PM / Aaron Morse
Date: 9/10/2020

EXHIBIT A

Cost Breakdown Change Orders					
Submitted By: <u>Cherrylake, Inc.</u>					
Project Name: <u>Beumont</u>				Date: <u>6/4/2020</u>	
				PCO No.: <u>16</u>	
Cost Items					
Vegetation Removal & Fine Grading	1	LS	\$ 2,777.50	\$	2,777.50
Bahia Sod	2900	SF	\$ 0.26	\$	754.00
Pine Straw Mulch	120	Bale	\$ 7.84	\$	940.80
				Subtotal	\$ 4,472.30
				Bonds (1.25%)	\$ 57.25
				Total Cost of this Directive/Change Order Request:	\$ 4,529.55
Description of Changes:					
Remove weeds and vegetation around existing oaks inside Townhome area.					
Install sod from Southwest corner of Townhome Pond to Existing Oaks to the West.					

BEAUMONT

COMMUNITY DEVELOPMENT DISTRICT

3D

CHANGE ORDER NO. 17

Date of Issuance: _____ Effective Date: _____

Project: Beaumont Irrigation & Landscape	District: Beaumont Community Development District	District's Contract No.:
Contract: Contractor Agreement (Assigned to the District on November 13, 2019)		Date of Contract: August 26, 2019
Contractor: CherryLake, Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Irrigation & St. Augustine Floratam Sod - See Exhibit A attached hereto.**

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$1,238,528.00

CHANGE IN CONTRACT TIMES:

Original Contract —Working days —Calendar days
Times:
_____ Substantial completion (days or date):
_____ Ready for final payment (days or date):

Increase/Decrease from prior Change Orders:

\$134,308.36

Increase/Decrease from previously approved Change Orders
No. _____ to No. _____:
_____ Substantial completion (days):
_____ Ready for final payment (days):

Contract Price prior to this Change Order:

\$1,372,836.36

Contract Times prior to this Change Order:

_____ Substantial completion (days or date):
_____ Ready for final payment (days or date):

Increase/Decrease of this Change Order:

\$5,069.31

Increase/Decrease of this Change Order:

_____ Substantial completion (days or date):
_____ Ready for final payment (days or date):

Contract Price incorporating this Change Order:

\$1,377,905.67

Contract Times with all approved Change Orders:

_____ Substantial completion (days or date):
_____ Ready for final payment (days or date):

RECOMMENDED BY:
MORRIS ENGINEERING AND CONSULTING, LLC
DISTRICT ENGINEER

By: _____
Title: District Engineer
Date: 9/11/20


ACCEPTED:
BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

By: _____
Title: CHAIRMAN
Date: 9/14/2020

ACCEPTED:
CHERRYLAKE, INC.

By: _____
Title: Business PM / Aaron Morse
Date: 9/10/2020

EXHIBIT A

Cost Breakdown Change Orders					
Submitted By: <u>Cherrylake, Inc.</u>					
Project Name: <u>Beaumont</u>				Date: <u>6/4/2020</u>	
				PCO No.: <u>17</u>	
Cost items					
Irrigation	1	LS	\$ 2,980.24	\$ 2,980.24	
St. Augustine 'Floratum' Sod	4500	SF	\$ 0.45	\$ 2,025.00	
				Subtotal	\$ 5,005.24
				Bonds (1.25%)	\$ 64.07
				Total Cost of this Directive/Change Order Request:	\$ 5,069.31
Description of Changes:					
Install irrigation and sod along both sides of entrance road and median island into the Southwest corner of the Townhomes.					
Sleeves to median island by others.					
Connect to existing Townhome irrigation zone valve on West side of entrance.					

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

4A

CHANGE ORDER NO. 24

Date of Issuance: _____ Effective Date: _____

Project: Beaumont Project	District: Beaumont Community Development District	District's Contract No.:
Contract: Contractor Agreement (assigned to the District on February 7, 2019)		Date of Contract: February 7, 2019
Contractor: Hughes Brothers Construction, Inc.		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Sidewalk In Front of Amenity Center - See Exhibit A attached hereto.**

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$6,211,578.67

Increase/Decrease from prior Change Orders:

(\$5,063.64)

Contract Price prior to this Change Order:

\$6,206,515.03

Increase/Decrease of this Change Order:

\$4,485.00

Contract Price incorporating this Change Order:

\$6,211,000.03

CHANGE IN CONTRACT TIMES:

Original Contract Working days Calendar days

Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
MORRIS ENGINEERING AND
CONSULTING, LLC
DISTRICT ENGINEER

By: _____

Title: DISTRICT ENGINEER

Date: 8/20/20

ACCEPTED:
BEAUMONT COMMUNITY
DEVELOPMENT DISTRICT

By: _____

Title: CHAIRMAN

Date: 8.26.2020

ACCEPTED:
HUGHES BROTHERS
CONSTRUCTION, INC.

By: _____

Title: President

Date: 8/12/2020

EXHIBIT A

Beaumont
Kotler Proposal
Sidewalk In Front of Amenity Center

PROJECT: Beaumont
DATE: 7/17/2020
CONTRACTOR: Hughes Brothers Construction, Inc.
948 Walker Road
Widwood, FL 34785
P: 352-399-6829
F: 352-399-6830



DIRECTED TO: KLP Village, LLC.
14025 Riveredge Dr. Suite 175
Tampa, FL 33637

ATTN: Brad Walker

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
100	Sidewalk in Front of Amenity Center	975.00	SF	\$ 4.69	\$ 4,485.00

Grandtotal: \$ 4,485.00

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

4B

CHANGE ORDER NO. 25

Date of Issuance: _____ Effective Date: _____

Project: Beaumont Project	District: Beaumont Community Development District	District's Contract No.:
Contract: Contractor Agreement (assigned to the District on February 7, 2019)	Date of Contract: February 7, 2019	
Contractor: Hughes Brothers Construction, Inc.	Architect's/Engineer's Project No.:	

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Sundance Trail Extension - See Exhibit A attached hereto.**

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$6,211,578.67

Increase/Decrease from prior Change Orders:

(\$578.64)

Contract Price prior to this Change Order:

\$6,211,000.03

Increase/Decrease of this Change Order:

\$167,769.55

Contract Price incorporating this Change Order:

\$6,378,769.58

CHANGE IN CONTRACT TIMES:

Original Contract Working days Calendar days
Times:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days):

Ready for final payment (days):

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Increase/Decrease of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

RECOMMENDED BY:
MORRIS ENGINEERING AND CONSULTING, LLC
DISTRICT ENGINEER

By: _____

Title: DISTRICT ENGINEER

Date: 8/20/20

ACCEPTED:
BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

By: _____

Title: Chairman

Date: 8/21/20

ACCEPTED:
HUGHES BROTHERS CONSTRUCTION, INC.

By: _____

Title: President

Date: 8/12/2020

EXHIBIT A

Beaumont Sundance Trail Extension



Hughes Brothers Construction, Inc.

948 Walker Road
Wildwood, FL 34785

Contact: Tanner Tippett
Phone: 352-399-6829
Fax: 352-399-6830

Quote To: Kolber Land
Attn: Brad Walker

Job Name: Beaumont Sundance Trail Extension
Date of Plans: 4/4/2019
Revision Date:

Phone:
Fax:
Date: 7/21/2020

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5	Mobilization	1.00	LS	3,450.00	3,450.00
10	Survey & Layout	1.00	LS	4,315.00	4,315.00
15	As Builts	1.00	LS	2,300.00	2,300.00
25	Silt Fence	1,300.00	LF	1.75	2,275.00
30	Maintenance Of Traffic	1.00	LS	1,725.00	1,725.00
35	Geo Testing	1.00	LS	2,300.00	2,300.00
40	TOTAL GENERAL CONDITIONS				\$16,365.00
50	Demo Existing F Curb	75.00	LF	4.60	345.00
52	Open Cut Repair	15.00	SY	115.00	1,725.00
55	TOTAL DEMOLITION				\$2,070.00
57	12" Stabilized Subgrade	2,110.00	SY	4.40	9,284.00
60	6" Limerock Base	1,625.00	SY	9.05	14,706.25
70	1.5" SP-12.5 Asphalt (Bottom Lift)	1,625.00	SY	15.40	25,025.00
80	ROW Restoration	1,345.00	SY	4.60	6,187.00
85	Type AB Curb	1,240.00	LF	16.10	19,964.00
90	Valley Gutter	75.00	LF	23.00	1,725.00
95	2' Concrete Apron	96.00	SF	8.90	854.40
100	Sidewalk	674.00	SF	4.75	3,201.50
102	Handicap Ramps	2.00	EA	1,099.00	2,198.00
105	Signage & Stump	1.00	LS	4,025.00	4,025.00
110	TOTAL ROADWAY				\$87,170.15
120	18" RCP	440.00	LF	33.45	14,718.00
130	Type P-6 Mod. Inlet	2.00	EA	4,700.00	9,400.00
140	Type C Manhole Conversion	1.00	EA	2,010.00	2,010.00
150	Testing	1.00	LS	1,095.00	1,095.00
160	TOTAL STORM				\$27,223.00
170	10/12 8" PVC Sewer	168.00	LF	29.80	5,006.40
180	10/12 Sewer Manhole	1.00	EA	5,640.00	5,640.00
190	Core & Connect	1.00	EA	1,505.00	1,505.00
200	Single Service	2.00	EA	675.00	1,350.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
210	Testing	1.00	LS	1,380.00	1,380.00
220	TOTAL SEWER				\$14,881.40
230	6" PVC Watermain	340.00	LF	15.25	5,185.00
240	6" Connect to Existing	1.00	EA	635.00	635.00
250	6" Gate Valve	4.00	EA	975.00	3,900.00
260	2" Blow Off Assy.	1.00	EA	1,030.00	1,030.00
270	Fittings	1.00	LS	4,110.00	4,110.00
275	Single Service	4.00	EA	955.00	3,820.00
280	Testing	1.00	LS	1,380.00	1,380.00
290	TOTAL WATERMAIN				\$20,960.00
GRAND TOTAL					\$167,769.55

NOTES:

Bid Qualifications:

1. This proposal is based on Plans Dated 4-4-19.
2. Permits, Bonds and Fees Not Included.
3. Construction layout & As-Builts Included.
4. Unsuitable, contaminated or hazardous material removal and/or replacement Not Included.
5. Proposal is based on all on-site excavating materials being suitable for use in site fills.
6. Proposal for clearing is based on burning on-site.
7. Irrigation and landscaping are excluded.
8. Conduits crossing are not Included.
9. Topo to be field verified before breaking ground.
10. Density Testing Not Included.
11. Sidewalk & Handicap Ramps Included Per EOR Drawing.
12. Asbestos survey not included.
13. Hughes Brothers Construction, Inc. warrants all labor performed and material installed at the above mentioned job site, in accordance with the drawings, specifications, alterations and additions there to, for a period of (1) one year from date of installation.

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

5

CHANGE ORDER NO. 3

Date of Issuance: _____ Effective Date: _____

Project: Beaumont Site Lighting	District: Beaumont Community Development District	District's Contract No.:
Contract: Agreement for Installation of Electrical Improvements		Date of Contract: February 28, 2020
Contractor: Mandy Electric		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Additional Services as identified in the Request for Change Order, dated August 13, 2020 - See Exhibit A attached hereto.**

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$197,303.00

Increase/Decrease from prior Change Orders:

\$44,924.00

Contract Price prior to this Change Order:

\$242,227.00

Increase/Decrease of this Change Order:

\$4,125.00

Contract Price incorporating this Change Order:

\$246,352.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: _____ Working days _____ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Increase/Decrease from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Increase/Decrease of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

RECOMMENDED BY:
MORRIS ENGINEERING AND CONSULTING, LLC
DISTRICT ENGINEER

By: [SIGNATURE ON FOLLOWING PAGE]

Title: _____

Date: _____

ACCEPTED:
BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]

Title: Chairman

Date: 8/20/20

ACCEPTED:
MANDY ELECTRIC

By: Armando Hernandez

Title: President

Date: 8/20/2020

Digitally signed by Armando Hernandez
DN: C=US,
E=armando@mandyselectric.com, O=Mandy Electric Inc, CN=Armando Hernandez
Date: 2020.08.20 10:37:25-04'00'

CHANGE ORDER NO. 3

Date of Issuance: _____ Effective Date: _____

Project: Beaumont Site Lighting	District: Beaumont Community Development District	District's Contract No.:
Contract: Agreement for Installation of Electrical Improvements		Date of Contract: February 28, 2020
Contractor: Mandy Electric		Architect's/Engineer's Project No.:

The foregoing agreement is modified as follows upon execution of this Change Order:

Description: **Additional Services as identified in the Request for Change Order, dated August 13, 2020 - See Exhibit A attached hereto.**

Attachments:

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$197,303.00

Increase/Decrease from prior Change Orders:

\$44,924.00

Contract Price prior to this Change Order:

\$242,227.00

Increase/Decrease of this Change Order:

\$4,125.00

Contract Price incorporating this Change Order:

\$246,352.00

CHANGE IN CONTRACT TIMES:

Original Contract ~~Working days~~ ~~Calendar days~~
Times:

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

~~Increase/Decrease from previously approved Change Orders~~

No. _____ to No. _____:

~~Substantial completion (days):~~

~~Ready for final payment (days):~~

~~Contract Times prior to this Change Order:~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

~~Increase/Decrease of this Change Order:~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

~~Contract Times with all approved Change Orders:~~

~~Substantial completion (days or date):~~

~~Ready for final payment (days or date):~~

RECOMMENDED BY:
MORRIS ENGINEERING AND CONSULTING, LLC
DISTRICT ENGINEER

By: 

Title: DISTRICT ENGINEER

Date: 8/20/20

ACCEPTED:
BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

By: [SIGNATURE ON PRIOR PAGE]

Title: _____

Date: _____

ACCEPTED:
MANDY ELECTRIC

By: Armando Hernandez

Title: President

Date: 8/20/2020


Digitally signed by Armando Hernandez
DN: C=US,
E=armando@mandyselectric.com, O=Mandy
Electric, Inc, CN=Armando Hernandez
Date: 2020.08.20 10:37:25-0400'

EXHIBIT A



P.O. Box 152114
 Tampa, Fl. 33684-2114
 (813) 264-9234
 (813) 333-9701 (fax)

Request for Change Order

DATE	Accept Time
8/13/2020	30 Days

NAME / ADDRESS
Kolter Land Partners LLC

Ship To
Beaumont Site Lighting

We hereby propose to furnish the materials and to provide the labor necessary for the completion of:

Terms
Please see below

DESCRIPTION	QTY	Rate	TOTAL
- Hand dig (55) light pole holes due to conflict with underground utilities		4,125.00	4,125.00
** Progress payments due upon request **			

I hereby accept this proposal and authorize you to do the work.	TOTAL	\$4,125.00
---	--------------	------------

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

6A

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: Ferguson Waterworks
ADDRESS: 3501 SW 13th Street #200, Ocala, Florida 34474
TELEPHONE NUMBER: 352-237-0273

2. Manufacturer or brand, model or specification number of the item.

N/A

3. Quantity needed as estimated by CONTRACTOR. As needed

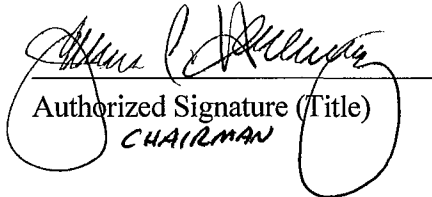
4. The price quoted by the supplier for the construction materials identified above.
\$123,266.82

5. The sales tax associated with the price quote. \$7,396

6. Shipping and handling insurance cost. \$N/A

7. Delivery dates as established by CONTRACTOR. As needed

OWNER: Beaumont Community Development District


Authorized Signature (Title)
CHAIRMAN

9.23.2020
Date

CONTRACTOR: Hughes Brothers Construction, Inc.

[SIGNATURE ON FOLLOWING PAGE]

Authorized Signature (Title)

Date

NOTE: This Purchase Request Form replaces a prior request form erroneously issued on 9/14/2020. No action was ever taken pursuant to the prior request form.

**9/10/20 (RE-ISSUED) PURCHASE ORDER
BEAUMONT COMMUNITY DEVELOPMENT DISTRICT**

“Owner”		“Seller”	
Owner:	Beaumont CDD	Seller:	Ferguson Waterworks
Address:	Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431	Address:	3501 SW 13 th Street #200 Ocala, Florida 34474
Phone:	561-571-0013	Phone:	352-237-0273

“Project”			
Project Name:	Beaumont Phase 2	Purchase Order Date:	9/10/20
Project Address:	Wildwood, Sumter Co.		

Description of Goods or Services – The Owner and Seller are entering into this Order (agreement) for the purpose of the Owner purchasing the items (“Goods”) listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered on an as needed basis, upon request from Owner.

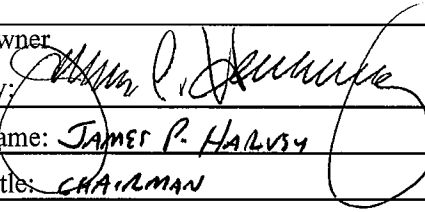
Price – \$ _____ See attached _____

Certificate of Exemption # 85-8017523202C-7

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Beaumont Community Development District

Ferguson Waterworks

Owner _____
 By: 
 Name: JAMES P. HARVEY
 Title: CHAIRMAN
 Date Executed: 9-23-2020

Seller _____
 By: [SIGNATURE ON FOLLOWING PAGE]
 Name: _____
 Title: _____
 Date Executed: _____

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

NOTE: This 9/10/20 (Re-Issued) Purchase Order replaces a prior order erroneously issued on 9/10/2020. No action was ever taken pursuant to the prior purchase order.

9/10/20 (RE-ISSUED) PURCHASE ORDER
BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

"Owner"		"Seller"	
Owner:	Beaumont CDD	Seller:	Ferguson Waterworks
Address:	Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431	Address:	3501 SW 13 th Street #200 Ocala, Florida 34474
Phone:	561-571-0013	Phone:	352-237-0273

"Project"			
Project Name:	Beaumont Phase 2	Purchase Order Date:	9/10/20
Project Address:	Wildwood, Sumter Co.		

Description of Goods or Services – The Owner and Seller are entering into this Order (agreement) for the purpose of the Owner purchasing the items ("Goods") listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered on an as needed basis, upon request from Owner.

Price – \$ _____ See attached _____

Certificate of Exemption # 85-8017523202C-7 _____

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Beaumont Community Development District

Ferguson Waterworks

Owner
 By: [SIGNATURE ON PRIOR PAGE]
 Name:
 Title:
 Date Executed:

Seller
 By: T.A. Collier
 Name: Todd A. Collier
 Title: Branch Manager
 Date Executed: 9/24/20

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

NOTE: This 9/10/20 (Re-Issued) Purchase Order replaces a prior order erroneously issued on 9/10/2020. No action was ever taken pursuant to the prior purchase order.

EXHIBIT A



FEL-OCALA, FL WW
3501 SW 13TH STREET #200
OCALA, FL 34474-2857

Phone: 352-237-0273
Fax: 352-237-3326

Deliver To: From: Kent Soaff Comments:
--

13:30:42 SEP 10 2020

Page 1 of 4

FEL-OCALA, FL WW #44
Price Quotation
Phone: 352-237-0273
Fax: 352-237-3326

Bid No: B464244
Bid Date: 09/10/20
Quoted By: KNS

Cust Phone: 561-571-0010
Terms: NET 10TH PROX

Customer: BEAUMONT COMMUNITY DEVELO
2300 GLADES RD STE 410W
BOCA RATON, FL 33431

Ship To: BEAUMONT COMMUNITY DEVELO
2300 GLADES RD STE 410W
BOCA RATON, FL 33431

Cust PO#: WILDWOOD

Job Name: BEAUMONT 2

Item	Description	Quantity	Net Price	UM	Total
	BEAUMONT PH 2				
	MORRIS ENG. KOLTER LAND PARTNERS 2.6.19				
	STORM				
	FOOT CLASS PIPE WILDWOOD SPEC				
A18650020C2	18X20 DW HWY WTIB SLD CL II	300	12.790	FT	3837.00
A24650020C2	24X20 DW HWY WTIB SLD CL II	480	21.160	FT	10156.80
A30650020C2	30X20 DW HWY WTIB SLD CL II	480	32.950	FT	15816.00
	SUBTOTAL				29809.80
	SANITARY				
	PIPE				
SDR26HWSPX14	8X14 SDR26 HW PVC GJ SWR PIPE	2240	5.060	FT	11334.40
PSD3105G4	3X1000 UG DET SWR GREE	3	30.000	EA	90.00
	SUBTOTAL				11424.40
	7 SINGLE SERVICES				
MUL067228	8X4 PVC HW SWR GXGXG WYE	2	54.550	EA	109.10
MUL063294	8X4 PVC SWR GXGXG WYE	5	35.630	EA	178.15



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complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=44&on=54362>

Fax: 352-237-3326

13:30:42 SEP 10 2020

Reference No: B464244

Item	Description	Quantity	Net Price	UM	Total
MUL067374	4 PVC HW SWR GX5 45 ELL	2	12.130	EA	24.26
MUL063404	4 PVC SWR GX5 45 BEND	5	6.140	EA	30.70
MUL063504	4 PVC SWR GXG 45 BEND	7	6.830	EA	47.81
MUL063214	4 PVC SWR GXG LT 90 ELL	7	8.600	EA	60.20
MUL063304	4 PVC SWR GXG XG WYE	7	11.770	EA	82.39
MUL063734	4 PVC SWR PLUG	7	3.320	EA	23.24
MUL040289	4 PVC SWR HUB FEM CO ADPT	7	3.280	EA	22.98
MUL040492	4 PVC SWR REC THRD CO PLUG	7	4.800	EA	32.20
	42' PER SERVICE				
SDR35PP14	4X14 SDR35 PVC GJ SWR PIPE	294	1.030	FT	302.82
	SUBTOTAL				813.83
	37 - DOUBLE SERVICES				
MUL067248	8X6 PVC HW SWR GXG XG WYE	4	62.750	EA	251.00
MUL063296	8X6 PVC SWR GXG XG WYE	33	42.480	EA	1401.84
MUL067376	6 PVC HW SWR GX5 45 ELL	4	17.800	EA	71.20
MUL063406	6 PVC SWR GX5 45 BEND	74	12.280	EA	908.72
MUL063506	6 PVC SWR GXG 45 BEND	74	13.860	EA	1025.84
MUL043254	6X4 PVC SWR GXG XG XG DBL WYE	37	33.530	EA	1240.61
MUL063734	4 PVC SWR PLUG	74	3.320	EA	245.68
MUL040952	4 NLA 6 PVC SWR HUB FEM CO ADPT	37	15.470	EA	572.39
MUL040958	4 NLA 6 PVC SWR REC THRD CO PLUG	37	11.820	EA	437.34
	42' PER SERVICE				
SDR35PU14	6X14 SDR35 PVC GJ SWR PIPE	1554	2.280	FT	3543.12
	SUBTOTAL				9697.54

	WATER				

	PIPE				
DR18BPX	8 C900 DR18 PVC GJ BLUE PIPE	3040	8.750	FT	26600.00
PEC9BLK300	2X300 CTS DR9 HDPE BLUE PIPE	300	150.000	C	450.00
PEC9BLK100	2X100 CTS DR9 HDPE BLUE PIPE	100	150.000	C	150.00
PSD2105B52	2X1000 UG DET WTR BLUE	4	25.000	EA	100.00
C1230BSF	12GA 30MM COP TRCR WIRE BLUE 500FT	7	90.000	M	0.63
	BELL RESTRAINTS				
T462446	8 BELL REST 3000 FJ C900 PVC PIPE	34	67.620	EA	2299.08
	SUBTOTAL				29599.71
	5 - 8" GATE VALVES				
AFC2608DLAFMM	8 DI MJ RW OL SS STEM VLV L/A	5	767.120	EA	3835.60
T481S	2PC SCRW CI VLV BX 19-22	5	45.000	EA	225.00
TS40014	8 PVC MJ REST TUFGRIP GLND PK	10	52.240	EA	522.40
BVTM	3 BRS VLV ID TAG	5	15.000	EA	75.00
	SUBTOTAL				4668.00
	4 FIRE HYDRANT ASSM				
MJSTLAXU	8X6 MJ C153 SWVL TEE L/A	4	151.850	EA	606.60
TS40014	8 PVC MJ REST TUFGRIP GLND PK	8	52.240	EA	417.82
AFC2606DLAFMM	6 DI MJ RW OL SS STEM VLV L/A	4	482.030	EA	1928.12
T481S	2PC SCRW CI VLV BX 19-22	4	45.000	EA	180.00
IMJBGPU	6 MJ C153 BLT GSKT PK L/ GLAND	4	14.000	EA	56.00



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Fax: 352-237-3328

13:30:42 SEP 10 2020

Reference No: B464244

Item	Description	Quantity	Net Price	UM	Total
AFT350PU	6 CL350 CL DI FASTITE PIPE	40	15.000	FT	600.00
T114161	6 DI MJ REST TUFGRIP GLND PK YELLOW	8	33.240	EA	265.92
AFCB84BLAOLPCIT	5-1/4 VO B84B HYD 4" O L/LA CITRUS SUBTOTAL	4	1700.000	EA	6800.00 10854.56
	1 - 2" GATE VALVE				
AFC2502DLAFSS	2 DI THRD RW OL SS STEM VLV L/A	1	226.000	EA	226.00
T461S	2PC SCRW CI VLV BX 19-22	1	45.000	EA	45.00
BVTM	3 BRS VLV/ID TAG	1	15.000	EA	15.00
FC8477NL	LF 2 MIP X CTS PJ COUP SUBTOTAL	2	65.980	EA	131.96 417.96
	C MJ FITTINGS				
MJTLAX	8 MJ C153 TEE L/A	2	133.000	EA	266.00
MJTLAXP	8X4 MJ C153 TEE L/A	1	96.140	EA	96.14
MJ4LAX	8 MJ C153 45 BEND L/A	16	72.960	EA	1167.36
MJ2LAX	8 MJ C153 22-1/2 BEND L/A	5	71.060	EA	355.30
MJTCAPLAXK	8X2 MJ C153 TAP CAP L/A	1	55.860	EA	55.86
MJTPPK	4X2 MJ C153 TAP PLUG MEGALUGS	1	32.300	EA	32.30
T540014	8 PVC MJ REST TUFGRIP GLND PK	51	52.240	EA	2664.24
IMJBGPP	4 MJ C153 BLT GSKT PK L/ GLAND SUBTOTAL	1	12.000	EA	12.00 4649.20
	0 BRASS FITTINGS				
FC8477NL	LF 2 MIP X CTS PJ COUP	2	65.980	EA	131.96
FC4477NL	LF 2 CTS X CTS COMP COUP SUBTOTAL	1	67.840	EA	67.84 219.80
	17 SINGLE SERVICES				
FF202905IP4I	8X1 IP DBL STRP SDL	17	26.910	EA	457.47
FINSERT52	1 CTS PET / HDPE DR9 INS STFNR	36	1.500	EA	54.00
FFB11004NL	LF 1 MIP X CTS PJ BALL CORP ST	17	58.210	EA	989.57
PEC9BLG100	1X100 CTS DR9 HDPE BLUE PIPE	800	45.000	C	270.00
FB43232WNL	LF 3/4 CTS COMP X MTR STRT MTR VLV	17	41.210	EA	700.57
DDFW1200121C	12X17X12 RECT MTR BX BLK CI LID *2 SUBTOTAL	17	25.000	EA	425.00 2896.61
	41 - DOUBLE SERVICES				
FF202905IP6I	8X1-1/2 IP DBL STRP SDL	39	35.430	EA	1381.77
IBRLF7KKJ	LF 2X2X1-1/2 BRS TEE	2	32.000	EA	64.00
FC8477NL	LF 2 MIP X CTS PJ COUP	4	64.840	EA	259.36
FFB11006NL	LF 1-1/2 MIP X CTS PJ BALL CORP ST	41	130.480	EA	5348.86
PEC9BJ100	1-1/2X100 CTS DR9 HDPE BLUE PIPE	1200	90.000	C	1080.00
FUVB4362WNL	LF UVB43-62W-NL 2 BA13-232W AWT	41	135.300	EA	5547.30
DDFW1600X121C	16X22X12 JMBO DU WJ BLK CI RD LID SUBTOTAL	41	38.000	EA	1558.00 15239.29
	TEMP BLOW OFF				
MJTPXK	8X2 MJ C153 TAP PLUG	1	63.840	EA	63.84



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<https://survey.medallia.com/?bidsorder&fc=44&on=54362>

Fax: 352-237-3326

13:30:42 SEP 10 2020
Reference No: B464244

Item	Description	Quantity	Net Price	UM	Total
MJBGPX	6 MJ C153 BLT GSKT PKL/GLAND	1	16.000	EA	16.00
IGNKU	2X6 GALV STL NIP	3	9.290	EA	27.87
AFC2502DLAFSS	2 DI THRD RW OL SS STEM VLV L/A	1	226.000	EA	226.00
IGSK	2 GALV MI 150# 90 ELL	1	16.180	EA	16.18
IGNK30	2X30 GALV RDY CUT PIPE TBE	1	31.710	EA	31.71
IG4K	2 GALV MI 150# 45 ELL	1	17.200	EA	17.20
IGCAPK	2 GALV MI 150# CAP	1	8.230	EA	8.23
DDFW36F121C	16X11X12 SGL MTR BX W/ CI RDR LID	1	105.000	EA	105.00
SUBTOTAL					512.03
2 - 8" CONNECT TO EXISTING					
MJLSLAX	8X12 MJ C153 LONG SLV L/A	2	90.440	EA	180.88
T540014	8 PVC MJ REST TUFGRIP GLND PK	4	52.240	EA	208.96
SUBTOTAL					389.84
1 - 8X8 WET TAP					
FFAST9058	8X8 ALL SS TAP SLV 8.53-9.05	1	880.000	EA	880.00
AFC2608DLAFTM	8 DI MJ RW OL SS TAPN VLV L/A	1	992.010	EA	992.01
T461S	2PC SCRW CI VLV BX 19-22	1	46.000	EA	46.00
BVTM	3 BRS VLV ID TAG	1	16.000	EA	16.00
T540014	8 PVC MJ REST TUFGRIP GLND PK	1	52.240	EA	52.24
SUBTOTAL					1984.25
Net Total:					\$123266.82
Tax:					\$0.00
Freight:					\$0.00
Total:					\$123266.82

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

CONTACT YOUR SALES REPRESENTATIVE IMMEDIATELY FOR ASSISTANCE WITH DBE/MBE/WBE/SMALL BUSINESS REQUIREMENTS.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/web-site-info/terms-of-sale>. Exhibit B Terms and Conditions to the Purchase Order govern this transaction. Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with "NPL" in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&f=44&on=54362>

EXHIBIT B
TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("Invoice") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2017). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's tennis courts. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "Indemnitees") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.
11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if

such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.

13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MERCHANT'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or Exhibit A, this document shall control.

25. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner, including but not limited to those attached to this Order.

CERTIFICATE OF ENTITLEMENT

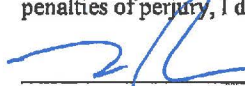
The undersigned authorized representative of Beaumont Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number ~~85-8017523202C-7~~, affirms that the tangible personal property purchased pursuant to that certain 9/10/20 (Re-Issued) Purchase Order from Mack Concrete (Vendor) on or after September 10, 2020 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated August 20, 2020 with Hughes Brothers Construction, Inc. (Contractor) for the construction of Beaumont Phase 2.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (You must initial each of the following requirements.)

- 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- 2. The vendor's invoice will be issued directly to Governmental Entity.
- 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.


Signature of Authorized Representative
of Governmental Entity

Purchasing Agent / District Engineer
Title

Beaumont Community Development District
Purchaser's Name

9/28/20
Date

Federal Employer Identification Number: 82-5343391
Telephone Number: (561) 571-0010

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

STATEMENT OF LIMITED WARRANTY:

- a. Limited Warranty. Subject to the limitations and exclusions set forth below, Seller warrants that the products to be delivered hereunder shall be free from defects in materials and workmanship in normal use and service. This warranty is applicable only to Buyer and there are no other intended beneficiaries of this warranty.
- b. Warranty Limitations and Exclusions.
 - i. For the warranty to apply, the products must be installed in accordance with all site conditions required by state and local codes, applicable product or industry specifications and guidelines, manufacturer's installation recommendations and other applicable laws. Specifically excluded from the warranty are damages to the products arising from ordinary wear and tear, alteration or repair by anyone other than Seller, accident, misuse, abuse or neglect, or any other event not caused by Seller.
 - ii. Seller's obligation under this warranty shall not include any transportation charges or costs of installation.
 - iii. Except as specified above, no other express warranty is given and no affirmation on Seller's part or on the part of Seller's representatives or agents, by word or act, shall constitute a warranty or otherwise alter, vary or expand the express warranty set forth above.
 - iv. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF BUYER OR ANY THIRD PARTY, including loss of production and profits, labor and materials, overhead costs or other loss or expenses incurred by Buyer or any third party.
 - v. TO THE EXTENT ALLOWED BY LAW, THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- c. Claims; Remedies. All claims made under this warranty shall be presented to Seller in writing at Seller's corporate headquarters, 4640 Trueman Boulevard, Hilliard, Ohio 43026, no later than sixty (60) days after Buyer's discovery of defects in the products

for which such claim is made. Any claim under this warranty that is not so presented to Seller in writing within sixty (60) days after discovery shall be deemed unconditionally waived. Seller agrees to replace those products determined by Seller to be defective and covered by this warranty. The supply of replacement products is the sole remedy of Buyer for breaches of this warranty. Seller's liability specifically excludes the cost of removal of the replaced products and/or installation of the replacement products.

WARRANTY

AMERICAN Flow Control (AFC) warrants that the products covered hereby conform to the description and specifications, if any, on the face hereof, and are free from defects in materials and workmanship, for a period of ten (10) years from the date the products are first shipped. All other warranties are excluded, whether expressed or implied by operation of law or otherwise, including all implied warranties of merchantability or fitness for a particular purpose. Any certifications required by specific standards, specifications, and/or laws, codes, or regulations must be disclosed to AMERICAN Flow Control prior to the time the order is placed with seller. AMERICAN Flow Control shall not be responsible for any certifications or requirements not specifically incorporated into the order. AMERICAN Flow Control's sole liability (and buyer's exclusive remedy) hereunder, either for breach of warranty or for negligence, is expressly limited at the option of AMERICAN Flow Control:

(A) To the replacement at the agreed point of delivery of any products found to be defective or not to conform to the description and specifications set forth herein,

(B) To the repair of such products, or

(C) To the refund or crediting to buyer of the price of such products, or

(D) As to motors, controls, manual actuators, technology appurtenances, network connected items (including the AFC Semper®), locking or anti-tampering devices (including the AFC Captivator®) and/or accessories purchased by AMERICAN Flow Control from other suppliers and used or incorporated in AMERICAN Flow Control's products. AMERICAN Flow Control's warranty shall only apply to the extent of the supplier(s) warranty to AMERICAN Flow Control for such motors, controls, manual actuators, technology appurtenances, network connected items, locking or anti-tampering devices and/or accessories.

Anything contained herein to the contrary notwithstanding, AMERICAN Flow Control's warranties shall not apply to:

(A) Any product sold hereunder if buyer alters the product or replaces any part or parts of such product with any part or parts not manufactured, sold or offered for sale by AMERICAN Flow Control, or

(B) Damage to the products caused by exposure to the adverse service conditions, including the following:

(i) Highly corrosive conditions;

(ii) Excessive quantity of chemicals or chemicals not typically used in connection with the use of the products;

(iii) Abrasive or damaging hydraulic or mechanical conditions; or

(iv) Other damaging conditions not normally encountered in connection with the normal use of the products.

No representation or warranty, express or implied, made by any sales representative or other agent or representative of AMERICAN Flow Control, which is not specifically set forth herein, shall be binding upon AMERICAN Flow Control. In the event the material to be furnished here-under is claimed to be defective, AMERICAN Flow Control shall be given ample opportunity for inspection or, upon request, be furnished with a sample.

AMERICAN Flow Control shall not be liable for incidental or consequential damages directly or indirectly arising or resulting from the breach of any of the terms hereof or from the sale, handling or use of the products sold.

Certificate of Purity

Endot Industries, Inc. guarantees that **EndoPure** pipe is produced from Virgin, High Density, Polyethylene and that **EndoPure** contains no lead and no chlorine that can come into contact with the water transported by the pipe. No solvents are needed to connect **EndoPure** pipe during installation. **EndoPure** is certified by the National Sanitation Foundation to be safe for the transport of drinking water and is regularly tested by NSF to be sure **EndoPure** does not contain any harmful chemicals including lead and chlorine.

Lifetime Warranty

Endot Industries, Inc. warrants **EndoPure** pipe for an individual purchaser's Lifetime against rot, rust and electrolytic corrosion and to be free from defects in materials and workmanship.

If Endot **EndoPure** pipe is installed according to Endot's published installation procedures* and used within recommended pressure and temperature ratings and if **EndoPure** pipe fails due to a proven defect in materials or workmanship during the original purchaser's lifetime Endot Industries, Inc. will do the following:

Provide an equal quantity of Endot **EndoPure** pipe to replace the amount proven to be defective, free of charge and freight prepaid.

For submersible pump installations Endot will pay for reasonable direct labor charges incurred on site for the removal of defective pipe and replacing the pipe with new Endot **EndoPure** pipe.

For submersible pump installations Endot will pay for the replacement or repairs to the pump if the pump is lost or damaged as a result of a proven defect or separation of the pipe up to \$150.

If the pipe is used in a distribution line Endot will pay for reasonable direct labor charges up to \$3.00 per linear foot, incurred on the site in the removal of the defective pipe and replacement with new Endot **EndoPure** pipe.

EXCLUSIONS: This warranty does not cover pump replacement or repairs caused by other than proven pipe defect, such as, but not limited to breakage of the fittings, joint

separation, unworkmanlike or improper pump installation or removal, incorrect working pressure or use beyond the design specifications of the pipe. The use of compounds or lubricants, containing detergents, surfactants, soap products or pipe dope compounds voids this warranty. Endot will not be responsible for pipe damage caused by chemicals present in the water or ground the pipe is installed in. This warranty is provided for the sole benefit of the purchaser only, and shall create no rights against Endot, Inc. in any other person. This warranty may not be modified except in writing.

* Installation procedures can be obtained by writing to Endot or calling us at 1-800-44ENDOT.

This warranty shall constitute the sole and exclusive remedy of any purchaser of Endot Industries, Inc. EndoPure pipe. Specifically excluded from the scope of this warranty are implied warranties of merchantability and fitness for a particular use, and any other implied or express warranty. This warranty gives the purchaser specific legal rights. The purchaser may have legal rights in addition to this warranty, which vary from state to state.

Warranty

All merchandise is warranted to be free from defects in material and factory workmanship for one year from date of shipment from our factory. We will provide, free of charge, new products in equal quantities for any that prove defective within one year from date of shipment from our factory. Manufacturer shall not be liable for any loss, damage, or injury, direct or consequential, arising out of the use of or the inability to use the product. Before using, user shall determine the suitability of the product for user's intended use and user assumes all risk and liability whatever in connection therewith. No claims for labor or consequential damage will be allowed. The foregoing may not be changed except by agreement signed by an officer of the Manufacturer.

No other warranties are applicable or may be implied, including the implied warranty of merchantability and the implied warranty of fitness for particular purpose and any warranty relating to infringement or the like, all of which are disclaimed.

The Ford Meter Box Company, Inc.

1. ENTIRE AGREEMENT: McWane, Inc. ("Buyer") may agree from time to time to purchase Goods and/or Services from Seller. These Terms and Conditions of Purchase, any applicable order for Goods and/or Services from Buyer ("Order") and any other of Buyer's specifications constitute the entire agreement between the parties with respect to Goods and Services (collectively the "Agreement"). No other or inconsistent terms of Seller, no modification, amendment or waiver to this Agreement and no cancellation, change or return of any Order will be binding on Buyer until agreed in writing by Buyer's authorized representative. No representation, promise or term not set forth herein has been or may be relied on by Seller, and any terms not contained in this Agreement are expressly objected to and rejected. Buyer's acceptance of any Order, whether oral or written, is based on the express condition that Seller agrees to all terms and conditions of this Agreement, including these Terms and Conditions of Purchase. Seller acknowledges that these Terms and Conditions are subject to change from time to time and the parties agree that each Order will be governed by the version of these Terms and Conditions available online at the time of such Order. Seller's acknowledgment of this Agreement, the delivery of Goods or performance of Services referenced herein or presentation of an invoice by Seller will constitute Seller's acceptance of this Agreement.

2. COVERAGE OF AGREEMENT: This Agreement will govern and control all Goods and Services provided by Seller to Buyer, now or in the future, regardless of whether performed pursuant to written Order(s) issued by Buyer, other written agreement(s) executed by the parties, and/or verbal request(s) issued by Buyer, and will remain in effect until either party provides the other with sixty (60) days' advance written notice of termination. Each party agrees that this Agreement will also govern all sales of Goods and provision of Services to any subsidiary, affiliate or division of McWane, Inc., in which case such subsidiary, affiliate or division will be the "Buyer" under this Agreement (unless otherwise agreed in writing by such subsidiary, affiliate or division). The term "Buyer" also includes Buyer's employees, agents, officers, directors, successors and assigns. The term "Seller" refers to the vendor providing Goods and Services to Buyer, together with its employees, agents, subcontractors, suppliers and all other persons performing Services or supplying Goods on Seller's behalf. The terms "Goods" or "Services" whether used together or separately and wherever appearing in this Agreement mean (i) any and all products, supplies, materials, processes and/or equipment and/or (ii) any and all services, work or labor of any kind furnished or performed by Seller under this Agreement and any subsequent amendments, changes or modifications hereof.

3. PRICE; PAYMENT; TAXES; DELIVERY; INSPECTION: The cost of Goods and Services performed by Seller and payment terms will be those specifically set forth in any applicable Order, except that Buyer will receive the benefit of any price declines to actual time of shipment. Seller will pay all contributions, taxes and premiums payable under federal, state and local laws measured on the payroll of employees engaged in performance of Services under this Agreement, including FICA and unemployment compensation premiums and all excise, transportation, occupational and other taxes applicable to receipts under this Agreement and on all Goods or Services furnished. Unless otherwise stipulated in any applicable Order, Goods will be shipped DAP (Delivered at Place) (per Incoterms[®] 2010). Title will pass to Buyer only upon delivery to Buyer's specified end destination on Buyer's shipping date AND acceptance by Buyer. Seller will inspect and test all Goods prior to shipment. Notwithstanding any other inspection or testing or prior payment, all Goods and Services will be subject to inspection and approval by Buyer within a reasonable time after delivery to ensure compliance with plans and specifications at all times, but such approval will not relieve Seller of its duty to ensure proper performance of Services, for which it is solely responsible. The right to perform such inspections will not be construed as a reservation by Buyer of the right to control Seller's work. Buyer reserves the right to reject and refuse any Goods and Services that do not comply with the terms of this Agreement or Buyer's specifications.

4. SELLER'S RESPONSIBILITIES: TIME IS OF THE ESSENCE IN THIS AGREEMENT. Seller will: (a) perform Services diligently and complete Services and deliver Goods in accordance with the provisions of this Agreement; (b) maintain the jobsite free of waste material and rubbish and clear the jobsite upon completion of contracted Services; (c) provide all necessary safeguards for protection and maintenance of Services performed; and (d) repair and restore or replace (at Buyer's option) any real or personal property belonging to Buyer which Seller may damage or destroy while performing Services and provide all accessories or parts required for Buyer's use of any Goods at no additional charge. Seller performs Services at its OWN RISK. The safety of all persons employed by Seller, and/or any other person who enters upon Buyer's premises for reasons relating to Services, will be solely Seller's responsibility. Seller will enforce strict discipline and maintain good order among its employees and will not employ any unfit person or anyone not skilled in Services assigned to him. Seller will take all reasonable measures and precautions for the safety of its employees and subcontractors so as to prevent injuries to any person who enters upon Buyer's premises and will comply with all applicable provisions of federal, state and local safety laws. Such measures and precautions will include without limitation utilizing all safeguards and warnings necessary to protect against any conditions on Buyer's premises. Seller will confine all equipment and its personnel to that area of Buyer's premises where Services are to be performed and to any other area which Buyer may permit Seller to use. Pursuant to the provisions of the Occupational Safety and Health Act of 1970 ("OSHA"), Seller will furnish its employees a place of employment free from recognized hazards that cause or may cause death or serious physical harm to its employees and will comply with all pertinent standards promulgated under OSHA. It is specifically understood that these duties will be the exclusive responsibility of Seller. Buyer will have no responsibility to ensure that Seller provides a safe working environment and/or complies with occupational safety and health rules, but Buyer will maintain Safety Data Sheets to the extent required by OSHA and will have them available in its engineering and/or personnel office for inspection and copying by Seller. Seller is responsible for inspecting and complying with Safety Data Sheets

requirements and for making all other necessary inquiries or investigation in order to ensure a safe workplace. Seller will inform its employees of, and require their compliance with, Buyer's emergency response plan.

5. CHANGES AND EXTRAS: Buyer reserves the right to make changes to Services or Goods by written request to Seller. Before proceeding with any Services involving possible claims for extra compensation, Seller will submit in writing to Buyer a detailed proposal related to the projected increase or decrease occasioned by such contemplated change and will secure from Buyer a written document describing such Goods and fixing Seller's compensation. If the parties cannot promptly agree on the change in price and/or that the matters under discussion constitute a change in Services, Buyer may, at its sole discretion, order Seller to proceed under protest in accordance with Buyer's interpretation of the matter in dispute. The parties will then continue to negotiate an agreement. Seller will not make any changes in Goods or Services (regardless of net cost effect) without Buyer's prior written consent.

6. INDEMNITY: Seller will be responsible to the fullest extent permitted by applicable law to indemnify, defend and hold Buyer harmless from and against any and all claims, losses, suits, damages, liabilities, settlements, expenses and costs (including without limitation attorneys' fees and other costs of litigation) that, directly or indirectly, arise from or relate to (a) any breach or violation of any term of this Agreement, including any warranty or guarantee; (b) sickness, disease, death or injury ("Injuries") to any person or persons, including without limitation those Injuries that result solely or concurrently from Buyer's negligence; and (c) injury to property (including loss of use thereof) of Buyer or others arising out of or in any way connected with Goods or performance of Services, including without limitation those that result solely or concurrently from Buyer's negligence; provided, however, that Seller will have no obligation to indemnify Buyer for claims or losses described in clause (b) and/or (c) above that arise solely from Buyer's intentional misconduct. Seller warrants that any Goods and processes purchased pursuant to this Agreement, and the sale and/or use thereof, will not infringe any U.S. Letter Patent. Seller agrees to defend and indemnify Buyer from and against all claims, damages, actions or causes of action at law or in equity, together with all expenses and attorneys' fees, incident to any infringement or claimed infringement of any patent(s) and/or license(s) arising from use or sale of Goods. In the event that Seller provides to Buyer any Goods or process to be utilized by Buyer subsequent to Seller's completion of Services, Seller will, at no expense to Buyer, provide to Buyer upon final payment a paid-up, irrevocable, royalty-free, nonexclusive license to operate said Goods and/or perform said processes. In the event that Seller is unable to secure such license, Seller will, at no expense to Buyer, modify the Goods so as to render them non-infringing or will remove the Goods and replace them with Goods which will not infringe upon any licenses or patents, provided they continue to meet the specifications of this Agreement.

7. INSURANCE: Seller will maintain and require its subcontractors to maintain in effect through the entire term of this Agreement insurance coverage (in an "occurrence" policy form) with insurance companies and in amounts satisfactory to Buyer in its sole discretion insuring: (a) Seller's indemnity obligations under this Agreement; (b) workers' compensation for occupational diseases and for Injuries sustained by Seller's employees or employees of its subcontractors as required by law; and (c) Seller's and/or Buyer's liability for any property damage, Injuries sustained by any person or persons, including Seller's employees, which was in any manner caused by, arising from or related to Goods or Services performed by Seller and/or the condition of Buyer's land, buildings, equipment or vehicles, regardless of whether the alleged Injury or damage was caused or alleged to be caused in whole or in part by Buyer's conduct. Prior to commencement of any Services, Seller will furnish certificates of insurance in the standard ACORD form showing "McWane, Inc., its divisions and subsidiaries" as certificate holder and including: (i) a statement that notice of cancellation will be provided in accordance with policy provisions; (ii) a statement that the certificate holder is additional insured on the policies for occurrences arising from or related to the Goods or Services; and (iii) a waiver of any and all rights of subrogation against the certificate holder. Policies maintained pursuant to this Section will be primary, not excess or contributory, in regard to any other applicable policies Buyer might have. The insurance required by this Section will not limit Seller's liability to Buyer under this Agreement or limit the rights or remedies available to Buyer at law or in equity.

8. WARRANTIES AND GUARANTEES: Seller warrants that it has clear title to all Goods furnished and that they are free of all liens, encumbrances and security interests. Unless otherwise specified in writing by Buyer, all Goods provided by Seller will be new. In addition to all warranties prescribed by law or given by Seller, all Goods and Services (including any approved samples) will be of good quality, will conform to the requirements of this Agreement and Buyer's specifications, descriptions and drawings, will be merchantable and fit for Buyer's intended use and will be free from defects in design, material and workmanship. All Services provided by Seller will be performed by qualified and competent personnel in a professional manner using the highest standards of quality and workmanship. If Seller encounters unknown or latent conditions which could impair the performance or quality of Goods or Services, Seller will give immediate notice of the nature of such condition to Buyer. Seller will obtain from subcontractors and vendors all available warranties and guarantees with respect to design, materials, workmanship, equipment and supplies furnished for Buyer's benefit. Should a subcontractor or vendor seek to defend on grounds that Seller committed error, Buyer may enforce this warranty against Seller and Seller will resolve all such issues with the subcontractor/vendor. This warranty will survive Buyer's acceptance of Goods or Services.

9. DEFAULT; REMEDIES: Each of the following will constitute an event of "Default" by Seller: (a) failure to complete Services or deliver Goods within the time or with the quality specified or guaranteed in this Agreement; (b) failure to comply with any provisions

of this Agreement including breach of any warranty or guarantee; or (c) adjudication of Seller as bankrupt or Seller's making a general assignment for benefit of creditors or appointment of a receiver on account of Seller's insolvency. Upon Seller's Default, Buyer may immediately, without prejudice to any other right or remedy it may have at law or in equity: (1) terminate the relationship with Seller or any pending Orders with Seller and obtain a return of all money already paid to Seller for Goods and Services, or, at its sole option and without liability to Seller, suspend Services or delivery of Goods and/or exclude Seller from Buyer's premises until Seller furnishes satisfactory evidence that such Default has been cured; (2) take possession of any of Buyer's samples and materials held by Seller; (3) finish Services or correct any non-conformity at Seller's expense by whatever method Buyer deems expedient; (4) reject, repair or replace non-conforming Goods or Services or procure same or similar Goods or Services from another source, in which case Seller will be liable to Buyer for any additional costs or expenses incurred by Buyer; or (5) require Seller to correct or cure any non-conformity at Seller's expense. In addition, Buyer reserves all other rights and remedies available to it at law or in equity. Seller agrees to cooperate with Buyer in any way reasonably required to complete Services or purchase replacement Goods. In such case, Buyer will pay for that portion of Services previously completed by Seller, subject to the terms and provisions above. In addition to its other remedies, Buyer will have a right of set-off and may withhold from time to time out of monies due Seller, amounts sufficient to fully compensate Buyer for any loss or damage resulting from any Default or breach by Seller. As an alternative, Buyer may, in its sole discretion, extend the delivery or completion schedule or waive any deficiencies in performance; provided, however, that no such waivers or extensions will be binding unless in writing and signed by Buyer's authorized representative. Buyer will have the right at any time to require adequate assurances of Seller's performance. In any action or proceeding between the parties, the prevailing party will be entitled to recover all of its reasonable attorneys' fees, expenses and other costs of litigation.

10. LIENS: Seller will pay, satisfy and discharge all mechanics', suppliers', materialmen's and other liens and all claims, obligations and liabilities which may be asserted against Buyer or its property by reason of, or as a result of, Seller's acts or omissions relating to furnishing of Goods or performance of Services governed or controlled by this Agreement.

11. LABOR RELATIONS: Seller will promptly undertake all reasonable efforts to prevent or resolve any strikes or other labor disputes among its employees or employees of its subcontractors. If such a dispute occurs, Seller will take all reasonable actions to minimize any disruption of performance of Services. Seller will immediately advise Buyer in writing of any possible labor dispute which may affect performance of Services.

12. COMPLIANCE WITH LAWS: Seller in the performance of this Agreement will comply with all applicable federal, state and local laws, codes, regulations and ordinances, including: (a) all applicable environmental laws; (b) all applicable international trade laws, including but not limited to laws and regulations regarding export controls, economic sanctions, trade embargoes and anti-boycott restrictions, and all applicable anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (as amended), the United Kingdom Bribery Act and the conflicts minerals provisions of the U.S. Dodd-Frank Wall Street Reform and Consumer Protection Act; (c) all applicable laws and regulations addressing human trafficking and slavery; and (d) all applicable Equal Opportunity requirements including those set forth in Executive Order 11246, the Rehabilitation Act of 1973, as amended, and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, and regulations promulgated thereunder and laws prohibiting discrimination against any person because of veteran status, disability, race, creed, color, national origin, religion, age or sex in any term or condition of employment, which are incorporated herein by this reference. **Specifically, Seller and its subcontractors and vendors will abide by the requirements of 41 C.F.R. §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.** Seller will take reasonable measures to ensure that those who supply components or materials that are incorporated into Goods supplied to Buyer also comply with such laws and regulations. Seller will obtain, at its sole expense, all necessary permits and licenses prior to commencement of Services and make copies of all such permits and licenses available to Buyer upon request. If Services involve or require Seller to transport or dispose of any material or waste, prior to beginning Services, Seller will furnish Buyer with copies of all applicable or required permits and licenses and notify Buyer in writing of the final and any interim destination of material or waste, including in such notice verification that the place of disposal is validly authorized and permitted to accept the material or waste.

13. CONTROLLING LAW; CONSENT TO VENUE; DISPUTE RESOLUTION: This Agreement and all rights and obligations hereunder will be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflict of laws provisions. The United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. All disputes, claims or controversies (individually or collectively, a "Dispute") between the parties arising out of or relating to transactions contemplated by this Agreement, including without limitation Disputes based on or arising from an alleged tort, may be resolved by binding arbitration in accordance with Title 9 of the U.S. Code and Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Disputes will be arbitrated in Birmingham, Alabama. Defenses based on statutes of limitation and similar doctrines will be applicable in any such proceeding, and commencement of an arbitration proceeding under this Agreement will be deemed

commencement of an action for such purposes. The parties will select arbitrators in accordance with the Commercial Arbitration Rules of the AAA. The AAA will designate a panel of ten (10) potential arbitrators knowledgeable in the subject matter of the Dispute. Each party will designate, within thirty (30) days of the receipt of the list of potential arbitrators, one of the potential arbitrators to serve, and the two arbitrators so designated will select a third arbitrator from the eight remaining candidates. No Dispute will be arbitrated as a class action, representative or general public action, collective action, private attorney-general action, or otherwise be joined with claims of any other person ("Collective Proceedings"). Accordingly, AAA's Supplementary Rules for Class Arbitrations will not be applicable. If this limitation on Collective Proceedings is held by a court of competent jurisdiction to be unenforceable or interpreted to not prevent a Collective Proceeding, then such action will proceed in a court of law as provided below and not arbitration. If any arbitrator renders a decision regarding the question of arbitrability of the above limitation or orders any form of Collective Proceeding, then the arbitrator has exceeded its powers under the Federal Arbitration Act. Notwithstanding the foregoing, Buyer reserves the right to resolve or bring any Dispute in a court of competent jurisdiction in the state and federal courts of Alabama, to which jurisdiction each party hereby irrevocably submits. Each party waives any objection or defense that it is not personally subject to the jurisdiction of the state and federal courts of Alabama; that venue of the action is improper; and that the action, suit or proceeding is brought in an inconvenient forum. In addition to any other mode of service of process authorized by law, each party consents to service of process by registered or certified mail.

14. MISCELLANEOUS

- (A) **WAIVER:** No waiver of any provision, right or remedy contained in this Agreement, including the terms of this Section, is binding on, or effective against, Buyer unless expressly set forth in writing and signed by Buyer's authorized representative. Seller expressly agrees that no right or remedy provided for in this Agreement can be waived through course of dealing, course of performance or trade usage. Seller expressly agrees and acknowledges that reliance on any waiver without Buyer's written consent is unreasonable. Buyer's waiver of any breach will be limited to the specific breach so waived and will not be construed as a waiver of any subsequent breach. Buyer's approval or consent to any action proposed by Seller will not be considered an agreement to the propriety, fitness or usefulness of the proposed action, and will not affect Seller's obligation to strictly comply with this Agreement and all related Orders.
- (B) **SUBLETTING AND ASSIGNING:** Seller will not assign any contract and/or purchase order or sublet or delegate any part of Services to be performed on Buyer's premises without Buyer's prior written consent. In the event that such consent is given, it will not relieve Seller from any of its obligations under this Agreement or of any contract, Order or agreement (whether written or oral) between the parties. Any transferee or subcontractor will be considered Seller's agent and, as between Buyer and Seller, Seller will be and remain liable as if no such transfer or subletting had been made. Any attempted assignment, sublet or delegation in contravention of this Section will be void. However, this Agreement and the terms and conditions contained herein are enforceable against Seller's successors and permitted assigns.
- (C) **CUMULATIVE NATURE OF REMEDIES:** Buyer's remedies under this Agreement are cumulative and in addition to any other remedies available to Buyer, whether at law, equity or otherwise.
- (D) **SEVERABILITY:** If any provision or part of a provision contained in this Agreement is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of the Agreement will remain in full force and effect.
- (E) **CONSTRUCTION:** No provision of this Agreement may be construed against Buyer as the drafting party.
- (F) **RELATIONSHIP OF PARTIES:** Seller will at all times be an independent contractor with respect to Goods and Services and not an agent or employee of Buyer. Any services provided by Seller will be carried on by Seller according to its own methods subject only to specifications and agreements outlined in this Agreement or pursuant to any applicable Order. Seller will have full and exclusive control of its employees engaged in performance of Services or manufacture or delivery of Goods.
- (G) **FORCE MAJEURE:** Other than as set forth herein, neither party will be liable for delays in performance caused by acts of God, strikes or labor disturbances or other delays in performance due to any contingency beyond the party's control. In the event of any such occurrence, the period for the party's performance affected thereby will be extended for such period as reasonably required under the circumstances.

GENERAL TERMS AND CONDITIONS OF SALE

1. Scope

All sales are subject to these general terms and conditions (“**General T&Cs**”). In addition, certain products may be subject to product-specific terms and conditions (“**Specific T&Cs**”) as posted on the Vendor’s website at the time of sale. In the event of a conflict between the General T&Cs and the Specific T&Cs, the Specific T&Cs shall prevail. Purchaser’s order is accepted subject to these General T&Cs, to the applicable Specific T&Cs and to any terms and conditions agreed to in writing by the Vendor and Purchaser. **It is expressly agreed that any terms and conditions contained in the Purchaser’s order or otherwise stipulated will be deemed for the Purchaser’s internal use only and will not be binding on the Vendor.**

2. Orders

Purchaser’s orders are conditional upon satisfactory credit approval by the Vendor. The Vendor will only accept orders in excess of \$100 before taxes or such greater amount as may be specified for certain products. Once confirmed by the Vendor, orders for custom-made or non-stocked products cannot be cancelled, modified or returned, except with the Vendor’s written consent and upon terms which provide for indemnification of the Vendor for the costs and expenses incurred.

3. Shipments, Title to the Products and Risk of Loss

Any delivery schedules stipulated are approximate only and shipment will be made within reasonable proximity thereto. Under no circumstances will the Vendor be responsible for any damage whatsoever caused by delays in shipment, whether resulting from causes within or beyond the control of the Vendor.

All shipments are F.O.B. origin (Vendor’s location) (American standard) or Ex Works (Vendor’s location) (ICC Incoterms), as indicated on the invoice. Freight prepaid orders, when applicable, will be delivered by the carrier of the Vendor’s selection, unless the use of other carriers is agreed to in writing with the Purchaser.

Risk of loss and title to the Products shall in any case pass to the Purchaser upon delivery of Products to the carrier at Vendor’s shipping dock or upon the invoicing of the Products, whichever occurs first.

Purchaser must verify quantities and report discrepancies within 2 business days of receipt.

4. Prices

All prices quoted or published are F.O.B. origin (Vendor’s location) or Ex Works (Vendor’s location), and do not include any sales, use, excise or any other tax or levy imposed by any present or future law, regulation or other order, on any of the Products.

Published prices are subject to change without notice until orders are accepted by the issuance of an order confirmation, whereupon prices will remain firm for those shipments that take place within the 30-day period following the date of the order confirmation. For specific projects, contracts or quotations, the Vendor may agree in writing to protect prices for an extended period

of time. Each order may be shipped in whole or in part at the Vendor's discretion. Each shipment made will be immediately invoiced.

In order to be exempt of the applicable taxes, Purchaser must provide the Vendor with applicable tax exemption certificates or other documents.

5. Terms of Payment

Unless other terms of payment are agreed to in writing by the Vendor, payment is due upon delivery of the Products. If applicable, cash discounts, expressed as a percentage, are calculated on the net invoiced prices before any taxes, freight or other charges and can only be deducted from payment if the Vendor receives payment from Purchaser on or prior to the due date. Net 30 days means that payment is due within 30 days of the date of invoice and no cash discount is applicable. Overdue accounts shall bear interest at a rate of 18% per annum. The granting of credit by the Vendor is at all times based on its evaluation of the Purchaser's financial condition. If such financial condition does not justify continuance of shipment on credit, the Vendor may require full or partial payment in advance.

6. Return of Products

The Vendor may accept the return of Products, at its sole discretion, but is subject in all cases to the following: a) prior to returning any Products, the Purchaser must obtain a Return Material Authorization (RMA) number from the Vendor; b) Products must be returned freight prepaid, unless otherwise authorized by the Vendor; and c) Products must be received in good saleable condition and, if required, in full carton quantities and in their original packaging. A minimum return charge of 25% of the purchase price will be applied against any credit issued pursuant to the return of Products, except in the case of a Vendor shipping error. The Vendor may apply additional charges against the credit to cover remarketing costs or may refuse to issue any credit, but will advise the Purchaser accordingly.

Certain Products, such as pressure pipe and fittings, custom-made products or configurations, perishable products, obsolete products, large quantities or other specialty products cannot be returned.

In certain circumstances, the Vendor may direct that Products be destroyed for credit rather than returned.

7. Changes to Products

The Vendor reserves the right to make changes or improvements to its Products without assuming any further obligation.

8. Patent Rights

If any claim is made against the Purchaser based on the allegation that any of the Products sold by the Vendor constitute an infringement of any patent, the Purchaser shall notify the Vendor immediately. The Vendor shall have the right, at its own option and expenses, to take any actions to protect and defend its rights.

9. Force Majeure

The Vendor shall in no event be responsible or liable for any non-performance or delay in performance hereunder or any loss or damage of any kind or nature whatsoever, direct or indirect, suffered by the Purchaser, subsequent purchasers, end-users of the Products or any other person, as a result of any causes beyond the reasonable control of the Vendor including, without

limitation, fires, floods, civil commotion, riots, wars, acts of God, embargos, acts of or acts authorized by any government or standard organizations, adoption of laws or regulations, strikes/slowdowns, lock-outs/walk-outs, labor shortages, accidents, breakdowns, power outages, delays in shipments, manufacture, transportation or delivery of goods or materials, shortages of materials or supplies, or price alterations.

10. Governing Law

This agreement and all rights and obligations hereunder shall be governed by the laws of Delaware and all actions commenced pursuant hereto shall be brought in a court of competent jurisdiction residing in Wilmington, Delaware. The parties agree to exclude this Agreement and the purchases made thereunder from the application of the United Nations' Convention on the Sale of Goods.

11. Non-waiver

No delay, failure, change or waiver by the Vendor to exercise any one or more of its rights under these terms and conditions of sale shall be construed or shall operate to be a waiver thereof or a continuing waiver of such terms and conditions.

12. Warranty and Limitation of Liability

12.1

The Vendor warrants that its Products are, at the time of their sale by Vendor, free from defects resulting from Vendor's faulty manufacturing.

12.2

THERE IS NO WARRANTY, CONDITION OR REPRESENTATION OF ANY NATURE WHATSOEVER, EXPRESSED OR IMPLIED, BY STATUTE OR OTHERWISE, EXCEPT AS HEREIN CONTAINED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS OF THE PRODUCTS FOR A SPECIAL PURPOSE AND ANY OTHER WARRANTY OF QUALITY ARE EXPRESSLY DISCLAIMED.

12.3

The Vendor will, at its entire discretion either refund or replace with a Product of the same type and size as the original Product, free of charge, including shipping charges at the original point of delivery, any Product which is found to breach this Limited Warranty.

12.4

THIS LIMITED WARRANTY IS VALID ONLY AND WILL ONLY APPLY IF ALL OF THE FOLLOWING CONDITIONS ARE MET:

12.4.1

The Product must have been used only in applications and under conditions (handling, installation, testing, use, water temperature, maintenance, repairs, etc.) that are strictly in compliance with these terms and conditions and the Vendor's technical manuals and installation instructions currently available from the Vendor at the time of installation.

12.4.2

The alleged defect must not be due to faulty installation, misalignment of products, vibration, ordinary wear and tear, corrosion, erosion, U.V. degradation, incompatible lubricants, pastes and thread sealants, unusual pressure surges or pulsation, water hammer, temperature shocking, or fouling.

12.4.3

The Product must have been installed in good and workmanlike manner consistent with the Vendor's technical manuals and installation instructions currently available from the Vendor at the time of installation, and with the state of the art industry standards and practices, and in conformance with all applicable laws and regulations.

12.4.4

The Product must have not been altered, damaged or modified after leaving the Vendor's premises, and must have been used in no more than one installation, show no evidence of disassembly or tampering, and have not been subjected to abnormal operating conditions, accident, abuse, misuse, unauthorized alteration, or repair.

12.4.5

The Product must not have been subject to acts of nature such as earthquakes, fire, flood, or lightning, or any other event of force majeure.

12.4.6

The Product must not have been subject to freezing inside any of its components.

12.4.7

If the Product is perishable, the Product must have been used prior to the expiration date as indicated on the Product.

12.4.8

The Claimant must notify the Vendor in writing within ten (10) days of when the alleged defect was discovered, or should have been discovered in the exercise of ordinary care, and the alleged defective Product must be promptly returned to the Vendor. Notice of an alleged defective Product under this Limited Warranty must be directed to your local IPEX Customer Service representative. Claimant must provide documentary evidence of failure, as well as the failed components themselves or representative samples of the Product that is alleged to have failed, and must agree to allow a meaningful and reasonable opportunity for Vendor to inspect the system in which the alleged defective Product was installed.

12.5

ANY LIABILITY IN RESPECT TO THE PRODUCTS IS STRICTLY LIMITED TO THEIR REFUND OR REPLACEMENT AS HEREINBEFORE SPECIFIED AND THERE SHALL NOT, IN ANY EVENT, BE ANY LIABILITY FOR ANY LABOUR CHARGES OR DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES.

12.6

Without limiting the generality of the foregoing, any liability or responsibility is disclaimed:

12.6.1

for labor, materials, and/or other expenses required to replace a defective Product;

12.6.2

for any damage resulting from a defective Product;

12.6.3

for calculations, product drawings, or engineering design specifications;

12.6.4

regarding the accuracy of any plans, drawings, or specifications furnished to the purchaser as part of the sale of any of its products;

12.6.5

for loss or damage resulting from failure to abide by manufacturer's warnings, safety instructions, or other precautionary guidelines.

12.7

ANY CLAIM, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WITH RESPECT TO OR ARISING OUT OF THE SALE, DELIVERY, INSTALLATION, REPAIR OR USE OF ANY PRODUCTS SOLD TO PURCHASER SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE OF THE PRODUCTS FOUND TO BE DEFECTIVE. It is the responsibility of the owner to obtain and pay for emergency repairs.

12.8

No statement, conduct, or description by the Vendor, any of its affiliates, their respective representatives, distributors or agents, in addition to or beyond this Limited Warranty, shall constitute a warranty. This Limited Warranty may only be modified in a writing signed by an officer of the Vendor.

13. IMPORTANT

Without limiting any other restriction in any of the Vendor's documentation, the Products must not be used in any way related to nuclear material or to a nuclear facility and must not be used or located in Iran, North Korea, Syria, Cuba or Sudan at any time.

Multi Fittings Corporation

General Terms and Conditions of Sale (July 2018)

1. **ACCEPTANCE:** All orders, modifications, or cancellations received by Sanderson Pipe Corporation (SPC) shall be in writing (facsimile acceptable), and shall not be deemed accepted by SPC unless such confirmation is in writing (facsimile acceptable). SPC reserves the right to accept or reject any order. Possession of a price list does not constitute an offer to sell. Unless otherwise specified, quotations shall be for specified items at specified prices and shall be deemed to be an offer to sell the entire volume of pipe subject to the quotation. Partial acceptance by SPC's customers shall be deemed to be a counteroffer. All quotations shall be valid for a period of 48 hours from time of transmission unless otherwise specified in writing.
2. **PRICES:** Prices, discounts, and terms are subject to change without notice. All orders are accepted subject to prices and discounts in effect at time of shipment or pickup.
3. **TERMS OF PAYMENT:** Any payments not made when due shall bear interest from the due date until paid at 1.5% per month or the maximum rate allowed by law.
4. **ORDERS:** No invoice will be issued in a net amount of less than \$250.00. All orders will be priced on size of pickup or shipment.
5. **RETURNS:** All returns must be approved in advance by SPC. Any returned goods will be accepted after written approval of SPC only. Returns must be prepaid and a handling charge of 20% will be made as well as the original outgoing freight charge - if shipment is prepaid. Returned material must be in marketable condition as determined by SPC to receive credit.
6. **ERRORS AND CLAIMS:** SPC will correct any errors on its part, but cannot assume responsibility for the errors of others. Claims for shipping errors must be made within ten (10) days from receipt of order. Claims for shortages or damages resulting from handling of the shipment must be made direct to the carrier. Be sure to have the carrier note and sign such shortage or damage on freight bill for your use in filing claim against carrier.
7. **SPECIAL OR NON-STANDARD ORDERS:** Special or non-standard orders will be subject to advance payment or deposits. Such orders are non-cancelable and non-returnable once manufactured so long as the product is manufactured to the agreed upon specifications.
8. **FREIGHT ALLOWANCE:** All shipments are F.O.B. Factory.
 - a. Freight prepaid and allowed subject to acceptance by SPC on orders for single shipments to single destinations for truck load quantities.
 - b. When customer requests routing or carrier (Truck or Rail) higher than the most economical way, only the lowest commercial carrier rate will be allowed.
 - c. Shipments will be made only to standard Common Carrier destinations and delivery points unless specific pricing is arranged for shipment to job sites or other uncommon locations. Buyer will be notified of non-acceptance of any order that entails higher freight costs or packaging costs.
9. **CANCELED OR MODIFIED ORDERS:** All orders are entered immediately for processing; changes will be subject to approval by the Sales Department. SPC reserves the right to consider any addition to an existing order as a separate and new order, subject to the terms and conditions as outlined herein. Cancellation of any order after acceptance by SPC may result in a penalty charge, based upon the status of the order at the time of cancellation.
10. **BACK ORDERS:** Back orders will not be written if the amount is less than \$250.00. If a customer requests items to be back-ordered, then such back orders will be priced as provided under Orders.
11. **TITLE AND RISK OF LOSS:** Notwithstanding any portion of the freight charges that may be paid by SPC, title and risk of loss pass from SPC to Buyer when SPC places the pipe in the custody of the Common Carrier.
12. **TAXES, ETC.:** Any tax, tariff, or other governmental charge upon the production, sale, and/or shipment of the pipe sold hereunder now or herein after imposed by federal, state, municipal, or other governmental authorities, shall be added to the price of the pipe and shall be paid by Buyer.



13. **FORCE MAJEURE:** SPC shall not be liable for any delay or failure by it to make any shipments if such delay or failure is caused by any event beyond its reasonable control, including without limitation, act of God, war, riot, fire, explosion, mechanical breakdown, terrorism, strikes or labor trouble, plant shutdown, unavailability of or interference with necessary transportation, any raw material or power shortage, or compliance with any law, regulation, or other requirement of any governmental authority.
14. **IMPAIRMENT OF CREDIT:** If, in SPC's judgment, Buyer's credit shall become impaired at any time, SPC shall forthwith have the right to decline to make any shipments except for cash until such time as said credit has been re-established to SPC's satisfaction.
15. **WARRANTY:** Sanderson Pipe Corporation (SPC) plastic pipe is warranted to be manufactured in accordance with THE APPLICABLE SPECIFICATIONS AND MATERIALS and to be free from defects in material and workmanship using our specification as a standard. This warranty, and claims under this warranty, shall be deemed waived unless received in writing by SPC within thirty (30) days from the date the defect was discovered, or should have been discovered. NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS GIVEN. Sanderson Pipe Corporation does hereby warrant its PVC Pipe to be free from defects in material and workmanship under normal use and service for a period of twelve (12) months from the date of invoice.
16. **ARBITRATION:** To the maximum extent not prohibited by law, any controversy, dispute, or claim arising out of, in connection with or relating to the transaction provided for herein, including but not limited to any claim based on or arising from an alleged tort or an alleged breach of any agreement shall, at the request of SPC or the customer (either before or after the commencement of judicial proceedings), be settled by arbitration pursuant to Title 9 of the United States Code, which the parties hereto acknowledge and agree applies to the transaction involved herein, and in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA"). If Title 9 of the United States Code is inapplicable to any such claim, dispute, or controversy for any reason, such arbitration shall be conducted pursuant to the Florida General Arbitration Act and in accordance with the Commercial Arbitration Rules of the AAA. In any such arbitration proceeding: (i) all statutes of limitations, which would otherwise be applicable, shall apply; and (ii) the proceeding shall be conducted in Jacksonville, Florida, by a single arbitrator. The arbitrator shall be selected by process of appointment from a panel pursuant to Section 13 AAA Commercial Arbitration Rules and shall be either an active attorney or retired judge with an AAA acknowledged expertise in the subject matter of the controversy, dispute or claim. Any award rendered in any such arbitration proceeding shall be final and binding, and judgment upon any such award may be entered in any court having jurisdiction.
17. **LIMITATION ON ACTIONS:** Any claim made by Buyer on account of damage, discrepancies in quantity, or patent and obvious defects in the pipe, must be made in writing within twenty (20) days after arrival of the pipe at its destination. Any action for breach of this agreement, other than for nonpayment, must be commenced within one year after the date of the particular shipment upon which such claim is based. SPC's liability for damages shall not exceed the purchase price of the particular shipment with respect to which damages are claimed and shall not include any special, incidental, indirect, punitive or consequential damages, which are hereby expressly waived.
18. **GOVERNING LAW:** Any dispute between SPC and Buyer shall be determined in accordance with the laws of the State of Florida. Venue with respect to any such dispute shall lie in Baker County, Florida.
19. **INCONSISTENT TERMS:** These general terms and conditions, together with any sales confirmation pertaining to a particular shipment, shall constitute the entire agreement of SPC and Buyer with respect to the purchase of the pipe, and shall supersede all prior or contemporaneous understandings, oral or written, between the parties with respect to the same. No provisions of these general terms and conditions shall be affected by any purchase order, acknowledgement, shipping document, or other document received from Buyer containing terms and conditions inconsistent with or in addition to those set forth herein, unless SPC specifically agrees in writing to the inconsistent or additional terms.
20. **LEGAL FEES:** SPC shall be entitled to reimbursement of reasonable attorney's or collection fees if it becomes necessary to engage the services of an attorney or other organization to collect any sums owed SPC hereunder.



BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

6B

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: Tim Jones
ADDRESS: 23902 County 21 561 Astatula, Florida 34705
TELEPHONE NUMBER: 321-247-1575

2. Manufacturer or brand, model or specification number of the item.

Mack Concrete

3. Quantity needed as estimated by CONTRACTOR. As needed

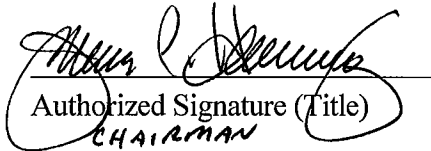
4. The price quoted by the supplier for the construction materials identified above.
\$21,360

5. The sales tax associated with the price quote. \$1,281.60

6. Shipping and handling insurance cost. \$N/A

7. Delivery dates as established by CONTRACTOR. As needed

OWNER: Beaumont Community Development District


Authorized Signature (Title)
CHAIRMAN

9-23-2020
Date

CONTRACTOR: Hughes Brothers Construction, Inc.

[SIGNATURE ON FOLLOWING PAGE]

Authorized Signature (Title)

Date

NOTE: This Purchase Request Form replaces a prior request form erroneously issued on 9/14/2020. No action was ever taken pursuant to the prior request form.

**9/10/20 (RE-ISSUED) PURCHASE ORDER
BEAUMONT COMMUNITY DEVELOPMENT DISTRICT**

"Owner"		"Seller"	
Owner:	Beaumont CDD	Seller:	Mack Concrete
Address:	Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431	Address:	23902 County Road 561 Astatula, Florida 34705
Phone:	561-571-0013	Phone:	352-742-2333

"Project"			
Project Name:	Beaumont Phase 2	Purchase Order Date:	9/10/20
Project Address:	Wildwood, Sumter Co.		

Description of Goods or Services – The Owner and Seller are entering into this Order (agreement) for the purpose of the Owner purchasing the items ("Goods") listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered on an as needed basis, upon request from Owner.

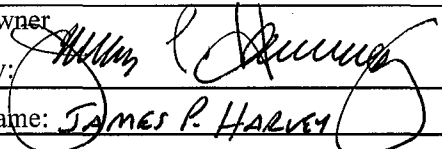
Price – \$ _____ See attached _____

Certificate of Exemption # 85-8017523202C-7

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Beaumont Community Development District

Mack Concrete

Owner _____
 By: 
 Name: JAMES P. HARVEY
 Title: CHAIRMAN
 Date Executed: 9-23-2020

Seller _____
 By: [SIGNATURE ON FOLLOWING PAGE]
 Name: _____
 Title: _____
 Date Executed: _____

EXHIBIT A: Proposal

NOTE: This 9/10/20 (Re-Issued) Purchase Order replaces a prior order erroneously issued on 9/10/2020. No action was ever taken pursuant to the prior purchase order.

**9/10/20 (RE-ISSUED) PURCHASE ORDER
BEAUMONT COMMUNITY DEVELOPMENT DISTRICT**

"Owner"		"Seller"	
Owner:	Beaumont CDD	Seller:	Mack Concrete
Address:	Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431	Address:	23902 County Road 561 Astatula, Florida 34705
Phone:	561-571-0013	Phone:	352-742-2333

"Project"			
Project Name:	Beaumont Phase 2	Purchase Order Date:	9/10/20
Project Address:	Wildwood, Sumter Co.		

Description of Goods or Services – The Owner and Seller are entering into this Order (agreement) for the purpose of the Owner purchasing the items ("Goods") listed in the proposal attached as **Exhibit A**.

Schedule – The Goods shall be delivered on an as needed basis, upon request from Owner.

Price – \$ _____ See attached _____

Certificate of Exemption # 85-8017523202C-7 _____

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

Beaumont Community Development District

Mack Concrete

Owner
 By: [SIGNATURE ON PRIOR PAGE]
 Name: _____
 Title: _____
 Date Executed: _____

Seller
 By: _____
 Name: TIM JONES *Tim Jones*
 Title: SALES REP.
 Date Executed: 9-28-20

EXHIBIT A: Proposal

NOTE: This 9/10/20 (Re-Issued) Purchase Order replaces a prior order erroneously issued on 9/10/2020. No action was ever taken pursuant to the prior purchase order.

EXHIBIT A

MACK CONCRETE

23902 COUNTY RD 561
 ASTATULA, FL 34705
 (P) 352-742-2333 (F) 352-742-0799

'Phone Quote ()
 'Estimate Request ()

PROJECT: Beaumont Ph. 2

LOCATION: Wildwood, Sumter Co. **Date:** 9/10/20

ENGINEER: Morris **Bid:** 9/10/20

BIDDERS: _____

QTY.	DESCRIPTION	PRICE	
4	4' dia. SS MANHOLE (6"), 300M I/O, SEALANT, BOOTS, CONWRAP, USF 170 CE ORS R&C 0-8' 15,16,19,23	\$1,106	\$4,424
3	4' dia. SS MANHOLE (6"), 300M I/O, SEALANT, BOOTS, CONWRAP, USF 170 CE ORS R&C 6'-8" 20,21,22	\$1,278	\$3,834
7	4' Invert	\$175	\$1,225
5	Type P-6 modified curb Inlet, USF 5160-8310 FIG 8-6,3-17,18,21,22	\$743	\$3,715
5	Type 6 modified curb Inlet top	\$770	\$3,875
2	Type C Inlet, USF 6210 grate, C&E T3-19,23	\$598	\$1,196
1	Type S Inlet, USF 6685 grate T8-07	\$1,871	\$1,871
1	Type D Inlet, USF 6607 grate, C&E T8-05	\$1,244	\$1,244
		TOTAL	\$21,365
NOTE: Joint sealant for storm: \$80.00 per box.			

Prices are F.O.B. jobsite
 Sales Tax not included
 Prices firm for 60 days

Tim Jones
 (cell) 321-247-1575
ljones@mackconcrete.com

CERTIFICATE OF ENTITLEMENT

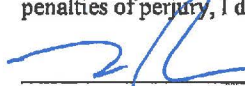
The undersigned authorized representative of Beaumont Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number ~~85-8017523202C-7~~, affirms that the tangible personal property purchased pursuant to that certain 9/10/20 (Re-Issued) Purchase Order from Mack Concrete (Vendor) on or after September 10, 2020 (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract dated August 20, 2020 with Hughes Brothers Construction, Inc. (Contractor) for the construction of Beaumont Phase 2.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.: (You must initial each of the following requirements.)

- 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- 2. The vendor's invoice will be issued directly to Governmental Entity.
- 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.


Signature of Authorized Representative
of Governmental Entity

Purchasing Agent / District Engineer
Title

Beaumont Community Development District
Purchaser's Name

9/28/20
Date

Federal Employer Identification Number: 82-5343391
Telephone Number: (561) 571-0010

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

7A

BEAUMONT

PRIVATE BEAUMONT RESIDENT EVENT RENTAL FORM (RESIDENTS ONLY)

Room Reservation is for the exclusive use of the Activity Room/Art, Club Room only. The outdoor patio space is not available for private events. This rental DOES NOT include use of the pool or the pool deck.

Room schedules and reservation request forms are established and maintained by the Community Manager and Lifestyles Team. Requests must be made and approved ten (10) days in advance. No application will be accepted without the signed consent form, acknowledgment of the Terms & Conditions and a deposit check.

*Please mail or email completed application to Beaumont CDD Inc. c/o
Evergreen Lifestyles Management - Attention*

*Joey Arroyo
2100 S Hiawasse Road Orlando, FL 32835
Make checks payable to Beaumont CDD
JArroyo@Evergreen-LM.com*

Type of Event: _____

Date of Event: _____ **Time of Event:** _____
Please allow for set up and clean up!

How many people will be in attendance at your event? _____
See below for Maximum capacity (including children)

Name: _____ **Contact Phone #:** _____

Address: _____

Email: _____

CLUB ROOM, ACTIVITY ROOM & OUTDOOR PATIO

Club Room ONLY - including kitchen if needed \$150 Rental Fee includes 4 Hours, \$50 each additional hour for 8 Hour MAX - Security Deposit: \$250, Refundable (If the room is left clean and in its original condition)
(Maximum 50 people)

Activity/Art Room ONLY, \$100 Rental Fee includes 4 Hours, \$25 each additional hour for 8 Hour MAX - Security Deposit: \$250, Refundable (If the room is left clean and in its original condition)
(Maximum 30 people)

Club Room/Activity/Art Room with the kitchen **Combination** \$225 Rental Fee includes 4 Hours, \$60 each additional hour for 8 Hour MAX - Security Deposit: \$250, Refundable (If the room is left clean and in its original condition), **(Maximum 80 people)**

-Please note rental time includes setup and cleanup.

Resident Access Card No. (s) _____ . Access will be granted the day of the event only.

Entertainers will not be permitted anywhere within the Outdoor Patio or adjacent areas, except as specifically approved by the Board. If approved by the Board, the vendor and vendor's contact information or contract proposal must be attached. Please include a copy of the Liability Insurance listing the Association as an additional insured.

Alcohol is only permitted inside the Clubhouse or patio; it is not permitted on the pool deck.

Resident Signature: _____ **Dated:** _____

FOR EVERGREEN LIFESTYLES MANAGEMENT USE ONLY

Date request received: _____ **Date Approved/Denied** _____

Notes: _____

Management Signature: _____

Entered into community calendar: _____ **Access Cards Activated:** _____



TERMS & CONDITIONS FOR RESIDENT EVENTS

Room schedules and reservation request forms are established and maintained by the Community Manager and Lifestyles Team. Requests must be made and approved ten (10) days in advance. No application will be accepted without the signed consent form, acknowledgement of the rules & regulations and a deposit check plus a separate check for the rental.

ROOM SCHEDULING POLICIES AND GUIDELINES

The Board will allow rental of the Club Room, Activity Room/Art (“Event Spaces”) for any purpose in keeping with the rules and regulations of the Association. Events that Management or the Board deem immoral, illegal or which interfere with resident use of the Event Spaces will be prohibited.

A. Guidelines.

Bi-partisan political events with a broad range of interest may use the Event Spaces with a fee as long as both sides have an equal opportunity to present their case within a reasonably short time of each other.

Residents may not use the Event Spaces or any common areas to produce products or services for commercial gain. If the purpose of the meeting has commercial value and possible financial benefit to the host, the Event Spaces must be rented at the current Resident rate.

Residents may not use the Event Spaces or any common areas for religious services or meetings.

Use of the Event Spaces facilities or any part thereof may be restricted any time by the Board or by Management Staff.

No commercial advertisements shall be posted or circulated at the Event Spaces, and no solicitations of any kind shall be made within the Event Spaces, except as specifically permitted by the Board.

No petitions shall be originated, solicited, circulated or posted at any time in the Event Spaces.

Any person responsible for the reservation of the Event Spaces must be present at the function during the entire period of the function.

Homeowner MUST be in good standing with the Beaumont North Homeowner Association (HOA) to rent the Event Spaces.

Please DO NOT COME EARLIER THAN TIME SPECIFIED on your approved rental form.

All complaints, criticisms or suggestions of any kind relating to any of the operations of the Event Spaces must be addressed to the Board and/or Management.

When scheduling meetings and/or events, the Event Spaces “Resident Event Request/Room Reservation Form” must be submitted and approved.

B. *Priorities for Scheduling Event Spaces.* All reasonable efforts will be made to conform to the following order of priorities:

Scheduled/ Paid Events take priority over subsequently scheduled meetings. Management will manage any potential conflicts.

Community Development District (CDD) Board of Directors and Official Committees: Any meeting of the CDD and HOA Board of Directors, as well as all official committees of the Board, has priority over all other meetings. These scheduled meetings will be posted in the Club Room.

CDD sponsored or approved Events, Activities and Meetings: All special events, classes and meetings will be scheduled with the approval of the management staff and posted. These events take priority over individual resident events.

Resident Sponsored Private Events: Residents may reserve the Event Spaces or sponsor a group for a private event after signing a reservation agreement that establishes the appropriate charges for the use of the Event Spaces upon the approval of Management staff.

1. The availability of the Event Spaces only at the time requested; Do not come earlier than time specified on approved rental agreement.
2. The Resident shall pay all costs and expenses incurred and shall indemnify the Association against any loss or damage resulting from the special event; and The Resident shall return the Event Spaces and any personal property used in conjunction with the special event to the Association in the same condition as existed prior to the special event.
3. Room Charges: Association and Official Committee Meetings, CDD or HOA Sponsored Activities and Other Official Resident Groups/Clubs will not be charged for the use of the Event Spaces, except that these activities must be scheduled in advance on official calendar and may be required to reimburse the CDD if their activity incurs extra costs for set-up, cleaning, etc. All other meetings and/or activities may be subject to the current schedule of rental fees and policies available from Management. There are no fees for any event sponsor by the developer or builder.

C. Private Parties

1. The Event Spaces are available for private parties sponsored by Residents for personal or social reasons provided they do not conflict with other scheduled functions and or meetings. The Event Spaces are not available for parties for outside organizations even though sponsored by an owner or resident, unless approved in advance by the Board.
2. All requests for use of the Event Spaces must be made by written application through the Manager and approved ten (10) days in advance. Use of the Event Spaces will be granted on a first to request basis.
3. A deposit of \$250.00 must accompany the application for Event Spaces use. This deposit will be held by the Manager to cover possible cleaning costs and/or damage upon inspection by the Manager. Deposits will be fully refundable upon inspection of cleanliness and damages after the event.

4. Access to the Event Spaces will be by the use of the access fobs. The Resident must give the access fob number to the manager to activate for the event. Once the event has concluded, the access fob will no longer open the doors to the Event Spaces.
5. The Event Spaces is available between the hours of 8:00 am and 11:00 pm. Quiet must be observed in the outdoor area between pool hours (dawn to dusk). Clean-up must be completed (i.e. removal of personal items, food, beverages, decorations, etc.) and all guests must exit the Event Spaces by 11:00 p.m., at which time the alarm system will be automatically activated. The undersigned is responsible for fees charged by Law Enforcement and alarm monitoring company for setting off the alarm after activation.
6. Parties are limited to the room maximum allocated above. Ratio of children to adults must be no greater than 4 children to one adult. Adults must accompany children at all times.
7. Maximum rental is **8** hours, to include set up and clean up. All Groups or individuals using the Event Spaces must leave the premises locked and in a neat, clean and orderly condition. All trash, **MUST** be removed from the premises and shall not be disposed of in any community trash receptacles.
8. Please have a copy of the approved application with you when at the event. Applicant is to remain on-site for the full duration of rental.
9. If cancellation occurs 1 week or more in advance of the scheduled date of use, the rental fee and security deposit will be returned in full. If cancellation occurs less than 1 week in advance of the scheduled date of use, the rental fee will be forfeited; however, the security deposit will be returned in full.
10. All reservations are subject to the approval of the Beaumont CDD Board of Supervisors or their assigned representative.
11. Beaumont CDD reserves the right to cancel a reservation in the event that the Event Spaces suffers damage or a system failure that cannot be repaired in time for the scheduled use. In the event of such a cancellation, the rental fee and security deposit will be returned in full.
12. The bathrooms will remain open for your guests to use. We remind you again the rental is for exclusive use of the Event Spaces only. During daylight hours the pool deck and pool will remain open to the residents and their guests. Under no circumstances may residents and/or your guests be on the pool deck after dusk without special board approval.
13. Decorations (mounted type) may be displayed in approved areas within the Event Spaces. Only Scotch Brand removable hooks or painters tape shall be used for decorations purposes. The use of gummed tape, tacks, thumb tacks, nails, pins, suction cups, etc. cannot be used to mount decorations. The plaster walls of the Event Spaces shall not be decorated at any time. Please make sure all decorations are removed and no damage to the walls has occurred.
14. No food items are to be left anywhere in the Event Spaces including the refrigerator in the kitchen.
15. Do not overload circuits by using 3-way plugs that will allow the plugging in of (for example) 2 coffee pots and a toaster in one socket.
16. The Event Spaces is a smoke-free environment. Smoking is prohibited in all areas of the Event Spaces.
17. Use of the Event Spaces DOES NOT include exclusive use of the pool, patio or deck area.

18. No Event Spaces property, including furniture, may be removed without written approval by the Board.
19. Renter must supply all kitchen products. This includes: plates, napkins, cups, paper towels, etc. Beaumont CDD will supply cleaning supplies and garbage bags.
20. No glitter, confetti, rice, birdseed or potpourri is allowed in any Beaumont CDD facility.
21. Beaumont CDD does not provide any additional tables and chairs to be used at your event.
22. The Board reserves the right to require a staff member, security or law enforcement to be present during private rentals. Any and all costs of such personnel shall be paid in advance by the sponsor of the event.
23. It is the responsibility of the resident to supervise their guests at all times. Your guests may use the pool, but must be dry when entering the Event Spaces. The actions of members and guests are video monitored at all times while inside or outside of the Beaumont CDD Event Spaces, with the exception of the restroom facilities.
24. The person signing this application/agreement assumes full responsibility for the conduct and personal injury liability of self and all guests. The resident must be present during all times of the rental.
25. Parking is restricted to designated areas only. In the event this rule is violated, the undersigned agrees to pay actual repair costs to be posted to his account, should damages exceed the amount of the security deposit.
26. Large inflatable activities (bounce houses etc.) are not permitted without Board Approval.
27. No glass is allowed on the pool deck.
28. No outside music can be played on the pool deck. Please use personal headphones. Music and noise within the Event Spaces will be limited to a level that does not create a disturbance to homeowners.
29. The nature of the events will be family oriented. Adult content is prohibited.
30. All Event Spaces doors will remain closed to avoid excessive air conditioning costs, entry of flies/pests and the entry of non-authorized persons.
31. If alcoholic beverages are brought onto the premises for consumption by self and/or guests during the rental period, the undersigned takes full responsibility for the conduct of any person consuming alcohol, that no alcohol will be sold on the premises, that no alcohol will be served to minors or intoxicated persons, and that all alcoholic beverages will be removed immediately following the event for which the Event Spaces is rented.
32. The following items are prohibited on the premises at all times: Fireworks, Firearms, Tobacco Products, Smoking, Gambling, Pets (except for disability assistance).
33. If any furniture is moved, it must also be returned to its original position.
34. Tables, chairs, counters, refrigerator and floors shall be left clean of debris and spills; restrooms shall be left clean with absence of cups, napkins, party items, etc.
35. All Event Spaces doors will be locked prior to leaving the building.

- 36. The undersigned agrees to notify the management company of any problems encountered and/or any damages to the Event Spaces or grounds that occurs during the scheduled event.
- 37. Please be respectful of other residents using the facility.
- 38. The undersigned agrees to defend, indemnify and hold harmless the Beaumont CDD, its officers, directors, members, contractors, agents and employees from and against any suit, claim, loss or cause of action arising out of, or in conjunction with the utilization of the facilities, or the areas in proximity to the facilities, by undersigned pursuant to this agreement. In addition, the undersigned agrees to reimburse the Beaumont CDD for any and all Attorney's fees, damages including, but limited to equipment, fixtures, furniture or other property, either real or personal arising out of the utilization of the facilities, pursuant to this agreement, without regard to whether such damage is caused by the undersigned or is the result of negligence or other fault of the undersigned or the undersigned's guest. The Beaumont CDD assumes no liability whatsoever to undersigned for any mechanical or electrical failure, natural disaster, riot, act of God or any other development which may prevent, disrupt, limit or frustrate the undersigned's use of the facilities and is not liable for the loss or damage to the undersigned's personal property.
- 39. Any violations of these terms and conditions will result in termination of the party and may include suspension of privileges to use the amenity center.

D. Declaration

I hereby declare that I am a Resident of the Beaumont CDD. I further declare that I enter into this agreement having read and fully understanding its terms and obligations; and that I and my guest(s) agree to abide by all rules, policies, procedures and regulations which govern the Beaumont Event Spaces and recreational facilities. If I am a renter, I acknowledge that I must attach written permission from the owner to this application. Reservations will not be confirmed without the proof of owner's permission in writing.

I have read, signed and fully understand the above rules and agree to abide by them during the rental period. I understand that I will be responsible for all damages to the Event Spaces during the rental period. Beaumont CDD, Beaumont North Homeowners Association and the Management Companies are not responsible for any articles that may be left behind or thrown away as a result of the renter not removing them when they depart.

Print Residents Name: _____

Resident Signature: _____ **Dated:** _____

Management Signature: _____

If you have any further questions of concerns, please do not hesitate to contact Joey Arroyo at JArroyo@Evergreen-LM.com .

End of Event Check List

(Please Leave on Counter)

- Empty trash cans.
- Empty and wipe down the refrigerator inside and out.
- Empty and wipe down all kitchen area and counter tops.
- Sweep the floors.
- Remove any tape, decorations and event materials.
- Turn off lights upon leaving.
- Ensure all doors are securely closed and locked.
- All furniture should be returned back to its original position, as it was before the event.

Insert desired room furniture layout below for Event Spaces. Some arrangements may not be allowed.

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

7B

BEAUMONT

**RESIDENT
HANDBOOK**

BEAUMONT RESIDENT RULES AND REGULATIONS HANDBOOK

Dear Resident:

We are pleased that you have made Beaumont your home and are proud of the amenities the community has available for your family's enjoyment.

Please accept our warmest welcome. Once you have unpacked please take a moment and register on the Beaumont community website for information regarding the community.

Community Development District(CDD) Contact Information

Beaumont is Professionally Managed by:
Evergreen Lifestyles Management



Our Customer Service is available 24/7
877-221-6919

www.Evergreen-LM.com

Beaumont Community Website:

www.BeaumontNorthHOA.com

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Amenities Hours of Operation

Clubhouse:

Clubhouse: Open daily with fob access from 10:00am to 6:00pm, Private Events, Community Sponsored Events/Activities, CDD, Meetings.

Lifestyles Coordinator and Management will prioritize events and keep a calendar of events and activities.

Operating Hours:

***All hours of operation are subject to change.*

The Beaumont CDD and Management team maintains the right to close the facilities due to any unforeseen circumstances.

Fitness Center

5:00am to 11:00pm

Swimming Pool Daily:

Open ~ 8:00am to Dusk

Outdoor Areas Daily:

Open ~ Dawn to Dusk

New Resident Orientations:

By Appointment Only - Please email JArroyo@Evergreen-LM.com

www.BeaumontNorthHOA.com

RESIDENT RULES AND REGULATIONS

As the Beaumont community continues to grow, it is important for everyone to be consistent with the rules and regulations of Beaumont. For the safety and enjoyment of the community, please respect and follow all Rules and Regulations.

The Beaumont amenities are for the exclusive use of Beaumont Residents and their invited guests, while accompanied by a Resident. Any non-residents are not permitted and will be in violation of trespassing.

GENERAL INFORMATION

Access to the Amenities Complex Facilities

Resident ID/Key Access Fobs must be used at all times for use of the complex. Resident ID/Access Fobs are required for entrance. Residents must be a minimum 16 years of age or accompanied by an adult in order to be onsite on any of the amenities. Likewise, the staff may request Residents to identify their address to assist with verification of residency.

Resident ID/Key Access Fobs

Every home is entitled to Two Access Fobs, Free of charge following closing of a new construction home. If a Resident leases a home, only the lessee shall be entitled to exercise the privileges of a Resident. Additional fobs are \$50 each. The maximum number of ID/Access Fobs per household is limited to four (4). Resale buyers are required to purchase new fobs if not passed on from seller. All resale buyers **must** reregister the old fobs. Buyer is required to register with management to ensure fobs are transferred to new owners.

Lost Resident ID/Key Access Card

Resident must immediately notify the CDD Management Company of a lost or stolen key fob so it can be deactivated. If an unauthorized person uses the ID/Key access key fob, the Resident shall be liable for any loss, damage, or expense resulting from such unauthorized use. There will be a charge of \$50.00 for replacement of lost or damaged key fobs.

Guests

In addition to the Beaumont Resident's household members, a maximum of 5 guests (non-residents) per household, per day, are allowed in the Beaumont Pool and Amenities Area; unless the clubhouse or event space is rented by the Resident. Additional guest passes may be purchased from the Amenity staff for \$10 per guest per day. Cash or Check only.

Smoking

Smoking, including E-cigarette, cigar and pipe smoking, is not permitted anywhere within the Amenities Complex (Clubhouse, Swimming Pool, Restrooms).

Pets

No pets (except service animals) are allowed in, or on, the premises of the Beaumont Amenities Complex including the main building or outdoor pool areas.

Parking

Amenities Complex - When visiting the clubhouse, parking is in the parking lot in front of the Clubhouse. If you utilize a golf cart to visit the amenity, you are required to use the golf cart parking lot spaces.

This includes loading and unloading. Residents are responsible for informing their guests and ensuring they are in compliance. Legal and safe parking of residents and guests is required. No overnight parking of any kind is allowed in the amenity parking lot.

Streets of Beaumont

On all streets contained within the Beaumont community, all signage and traffic laws are to be followed which includes no parking in front of fire hydrants, blocking sidewalks or driveways, stop signs. Residents are responsible for ensuring their guests are informed and in compliance by providing appropriate communication of parking to their guest. Legal and safe parking of residents and guests is required.

Beaumont Event Request

Beaumont Residents have the privilege of scheduling parties and events at the Beaumont Clubhouse. Events must be scheduled before using these areas by filling out a Rental Request Form located on the Beaumont Community website.

Event Request Forms will only be accepted from Residents whose status is in good standing and continue to be in good standing up to their event. A Rental Fee as well as a deposit is required before the day of the event and will be returned upon compliance with Community and event rules listed in this document and the rental agreement.

Completed rental forms can be dropped off at the Clubhouse during manager or Lifestyle Directors hours or can be emailed to Joey Arroyo at JArroyo@Evergreen-LM.com . In addition to the clubhouse, any damages to other areas of the Amenities Complex (playgrounds and pool area) by the Resident or the guest of the Resident are the responsibility of the Resident including deduction from the security deposit.

All other individual components of the Beaumont Amenities Complex (Swimming Pool, Playgrounds, Parking Lot), are not able to be reserved for their exclusive use restricted by a resident, without prior approval of the Board of Directors for Beaumont CDD. Rental of the clubhouse does not include any other complex component. Questions concerning these areas for community events should be directed to CDD Management.

Residents Property Maintenance

As a reminder, all property owners must maintain their property according to *Article IX - Maintenance, Section 11, in the Community Declaration for Beaumont*, which states, All Lots and Homes, including, without limitation, all lawns, landscaping, irrigation systems, driveways, walkways and any property, structures, improvements and appurtenances not maintained by the Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of BEAUMONT by the record title owner of the applicable Lot. No tree installed by the Declarant or an Authorized Builder on any Lot shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing BEAUMONT. If any such tree dies, such tree shall be replaced by the Owner of the Lot upon which the tree was located, at the Owner's expense, by a similar tree of similar size in diameter, unless otherwise approved by the ACC. No other objects or landscaping may be installed in place of any such trees. In the event Lots and Homes are not maintained by the record title owner of the Lot in accordance with the requirements of this Section 11, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the Owner.

Therefore, it is strongly recommended that owners whose property is not in full- time use arrange for a management company, or an appropriate individual, to care and upkeep the property to remove advertising material and trash, maintain the grounds, ensure sprinklers are operating properly, and monitor the exterior so that the property is in an appropriate and lived-in appearance.

Property that is in violation of the Declaration of Covenants, Conditions and Restrictions for Beaumont will be in violation and fined.

FACILITIES RULES AND REGULATIONS

Attire

- Residents and their Guests should dress in a manner appropriate to the activities enjoyed at the Club.
- Shoes/sandals/flip flops and shirts must be worn in the interior of the clubhouse at all times.
- Swimwear and/or bare feet are not permitted within the Clubhouse.
- Management shall request anyone in the Club to conform to the Club's Rules regarding attire.
- At times the dress code may be suspended. There will be visible signs posted during these time periods.

Outdoor Pool

Please respect and follow the pool rules and regulations:

- There is no lifeguard on duty for the pool. Swim at your own risk.
- Entry to the pool area must be made through the gates with the Resident Key fob.
- Guest - A Resident must accompany all guests at all times. Use of the pool is at the Residents own risk. Each Resident is personally liable for any injury to his or her immediate family members and guests using the pool.

- Escorting guests to the pool then leaving them unattended is in violation of this rule and regulation. When this is observed the guests will be asked to leave the pool area.
- Bathing Attire - Appropriate bathing suits are required.
- Diapers - Out of concern for the health and welfare of our Residents and guests using the swimming pool, all incontinent or non-potty trained individuals must wear a fitted waterproof garment over a diaper or swim diaper.
- Trash - All persons using the pool areas are to keep the area clean by properly disposing of towels, cans, and all trash. Please help keep the pool areas clean by throwing all trash away and resetting chairs on the pool deck.
- Food or beverages may be brought into the pool areas; however, such food or beverages must be removed or disposed of after use.
- No glass containers are allowed around the pool area.
- Behavior - Rowdy and disruptive behavior is not permitted.
- Radios - Radios or other music devices are to be used with headphones only.
- Storms - In the event thunder or lightning, please exit the pool and pool area immediately! Before returning to the area, there must be at least 30 minutes without an occurrence of thunder or lightning.
- Swimming is not permitted when thunder is heard until at least 30 minutes after the storm has passed without any occurrence of lightning or thunder.
- Cabanas are on a first come first serve basis, items left unattended are at residents' own risk.
- Please do not leave items unattended so as to restrict the use of the cabana by another resident.

Clubhouse

- Access to the Clubhouse is available daily with fob access. Private rental, Beaumont event or activity will take priority (see current activity schedule).
- Rental request forms are on the Beaumont Community Website address on the cover of this document.
- Shoes/sandals/flip flops and shirts must be worn in the clubhouse at all times.
- Trash - All persons using the Clubhouse are to cooperate in keeping the areas clean by properly disposing of towels, cans, and all trash, in the outside dumpster located in the far side of the parking lot.
- For private rentals, if trash is not disposed of properly, deposit will be forfeited.
- There are four televisions for your use. One is located in the Club room, one in the activity room and two others on the Outdoor Patio. Remotes for the Club Room and Activity Room televisions are found on the ottoman in the Club Room, while the remotes for the televisions on the Outdoor Patio are located in the outdoor kitchen drawer. Turn them OFF when your rental or use has concluded.
- You may only use the kitchen and appliances throughout your rental if you are renting

the Activity room but do not use CDD property that might be in the refrigerators/freezers during your event. These supplies are for community events only.

- Upon conclusion of your private event please make sure the doors to the facility are all closed and locked.

Covered Patio Area

- Please be mindful of other residents and guests, space is on a first come first serve basis, and cannot be restricted.
- TV remote should be returned to the shelf area, and please keep volume so as not to disturb anyone's else enjoyment of the space.
- Outdoor bar seating is first come first serve.
-

Fitness Center

- All use of the fitness equipment is done at your own risk. Please familiarize yourself with the proper use of the fitness equipment before using the equipment.
- Televisions are provided, but headphones must be used at all times.
- It is the responsibility of each person to consult with their physician, and each person should be deemed to be in good physical condition and free from any physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent him or her from using the Fitness Center or engaging in active or passive exercise.
- Neither the Club, its management, or Beaumont CDD shall be liable for any injuries or damage to or loss of property of Residents or their Guests while using the Fitness Center.
- Due to a number of safety issues, children under 16 years are not allowed in the Fitness Center unless accompanied by an adult. Children 12 and under may not be in the gym at any time.
- Casual workout attire is appropriate in the Fitness Center:
- Men: T-shirts, pants, shorts, warm-up pants and athletic shoes.
- Women: T-shirts, shorts, warm-up pants, leotards, tights and athletic shoes.
- No swimsuits or street clothes are permitted.
- Rubber-soled athletic shoes that cover the entire foot must be worn. For health and safety reasons, bare feet, sandals, spiked shoes, work boots and flip-flops are not permitted.
- Do not move any equipment. Moving equipment may cause units to become unbalanced which will require a service technician to be called.
- There is a 30-minute time limit on each piece of cardiovascular equipment when people are waiting.

- Use of a spotter when lifting free weights is recommended. Free weights must not be dropped on floor. All weights must be returned to their proper place at the completion of each use.
- Food is not permitted in the Fitness Center. Closed plastic beverage containers are allowed.
- Please wipe down equipment after each use with the disinfectant wipes provided in the Fitness Center.
- One Personal Trainer is permitted as a Guest of the Resident. The Personal Trainer must register with Club Management, and provide evidence of certifications and insurance. Personal trainers may train Residents of Beaumont only. At no time are Personal Trainers permitted to train non-Beaumont residents in the Beaumont Fitness Center, and Personal Trainers are only permitted to train a maximum of two residents in the Fitness Center at any one time.
- Beaumont CDD may have larger fitness classes.
- Horseplay, profanity, disruptive conduct and indecent behavior in the Fitness Center are strictly prohibited.
- Club Access Fobs are required while using the Fitness Center and must be produced to management if requested.
- Please report any issues or concerns to CDD Management as soon as possible.

Rear Field

- There is no attendant on duty for the field area. Play at your own risk.
- Do not remove Bocce goals without prior approval of clubhouse staff
- Do not adjust or remove nets in the Pickle Ball Courts.
- Trash - All persons using the field area is to cooperate in keeping the areas clean by properly disposing of all trash.
- No use by outside teams for games or practice without prior approval of CDD staff/Board.
- Contact Amenity or Community Manager to reserve court times.

Code of Conduct

General Rules of Courtesy & Conduct

All Residents and their guests are expected to abide by the Governing Documents for Beaumont North in addition to these Rules and Regulations which may be amended from time to time, and to conduct themselves in a courteous and respectful manner at all times. Actions that jeopardize or otherwise interfere with the rights and privileges of others, including the use of profanity, or otherwise abusive or disruptive behavior will not be tolerated, and disciplinary actions may be taken and enforced.

Residents and their guests will not harass or accost any other resident, occupant, guest, club employee, director, officer, committee member or member of the management team.

Any resident who conducts him/herself in an unbecoming manner or who violates the Rules and Regulations is subject to disciplinary action which may include suspension of membership privileges or monetary fines as determined by the Board. Such fines shall be attached to the residents Community Association account and collected in accordance with established collection policies.

Residents and guests are prohibited from profiting financially from their membership by charging occupants or guests to use the facilities. The Association and/or clubs may, from time to time, enter into contracts with residents to provide products or services for an approved fee.

Interference with Employees/Vendors/Property

Any inattention to duty, or discourtesy on the part of a any employee, staff member, or service vendor should be immediately reported to the Management. However, under no circumstances will Residents/guests interfere with, attempt to discipline, or otherwise direct employees or vendors in the course of Association business. Comments and complaints are to be civilly directed to the Management. Manager may require that the complaint be submitted in writing before taking action on the complaint.

Residents and their guests will be held responsible for any damage to Association property caused by the resident and/or the resident's occupants or guests.

Safety Is Paramount

Any Resident or guest not adhering to the posted or otherwise obvious safety rules may be asked to leave. With respect to safety, proper decorum, and sanitation, the Staff member's judgment will prevail in all instances. Any complaint relating to a facility monitor's decision may be later appealed to Management and the Board. However, until such appeal is heard, the facility monitor's decision stands. Arguing, being abusive, or being otherwise challenging to a Staff member may result in disciplinary action.

Guests

Conduct of guests remains the responsibility of the sponsoring Resident. No more than five (5) guest per day are allowed. Each additional guest will be charges \$10.00 per person. The sponsoring resident will be held accountable for the actions of their guests including any rule violations or costs associated with damages.

Animals

No pet or animal shall be "tied out" on the exterior of the clubhouse, or left unattended on any Club property, or in the Common Areas. Pets must be walked on a leash at all times. Pet owners are responsible for the activities of its pet and are responsible for cleaning up all matter created by the pet. All pets are prohibited from entering all amenities except those trained to assist handicapped. Residents who do not follow pet rules will be subject to disciplinary action.

Disclaimer

Homeowners and guests using the facilities do so at their own risk. The safety of our residents and guests of our community is a primary concern. All persons using the facilities do so at their own risk and agree to abide by the rules for use of the facility. The Beaumont CDD and Management Company assumes no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the facilities or from the acts, omissions or negligence of other persons using the facilities. Residents are responsible

for their actions and those of their guests.

Video Surveillance is in use and monitored. An infraction may result is loss of privilege and or prosecution.

ACKNOWLEDGEMENT

Resident Handbook.

Owner's Name: _____

Property Address: _____

Contact Telephone Number: _____

Email Address: _____

Mailing address if different from above: _____

Date Access Fobs issued: _____

Date Homeowner Signed: _____

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

7C

BEAUMONT

**TOWNHOME
RESIDENT
HANDBOOK**

BEAUMONT TOWNHOME RESIDENT RULES AND REGULATIONS HANDBOOK

Dear Resident:

We are pleased that you have made Beaumont your home and are proud of the pool area in the community is available for your family's enjoyment.

Please accept our warmest welcome. Once you have unpacked please take a moment and register on the Beaumont Townhome community website for information regarding the community.

Community Development District(CDD) Contact Information

Beaumont is Professionally Managed by:
Evergreen Lifestyles Management



Our Customer Service is available 24/7
877-221-6919

www.Evergreen-LM.com

Beaumont Townhome Website:

www.BeaumontTownhome.com

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Amenities Hours of Operation

Operating Hours:

***All hours of operation are subject to change.
The Beaumont CDD and Management team maintains the right to close the facilities
due to any unforeseen circumstances.*

Swimming Pool Daily:

Open - 8:00am to Dusk

New Resident Orientations:

By Appointment Only - Please email JArroyo@Evergreen-LM.com

www.BeaumontTownhome.com

RESIDENT RULES AND REGULATIONS

As the Beaumont community continues to grow, it is important for everyone to be consistent with the rules and regulations of Beaumont. For the safety and enjoyment of the community, please respect and follow all Rules and Regulations.

The Beaumont Townhome amenities are for the exclusive use of Beaumont Townhome Residents and their invited guests, while accompanied by a Resident. Any non-residents are not permitted and will be in violation of trespassing.

GENERAL INFORMATION

Access to the Amenities Complex Facilities

Resident entry code will be used to access the pools area. Residents must be a minimum 16 years of age or accompanied by an adult in order to be onsite on any of the amenities. Likewise, the staff may request Residents to identify their address to assist with verification of residency.

Resident ID/Key Access Fobs

Every home is entitled to Two Access Fobs, Free of charge following closing of a new construction home. If a Resident leases a home, only the lessee shall be entitled to exercise the privileges of a Resident. Additional fobs are \$50 each. The maximum number of ID/Access Fobs per household is limited to four (4). Resale buyers are required to purchase new fobs if not passed on from seller. All resale buyers **must** reregister the old fobs. Buyer is required to register with management to ensure fobs are transferred to new owners.

Lost Resident ID/Key Access Card

Resident must immediately notify the CDD Management Company of a lost or stolen key fob so it can be deactivated. If an unauthorized person uses the ID/Key access key fob, the Resident shall be liable for any loss, damage, or expense resulting from such unauthorized use. There will be a charge of \$50.00 for replacement of lost or damaged key fobs.

Guests

In addition to the Beaumont Resident's household members, a maximum of 3 guests (non-residents) per household, per day, are allowed in the Beaumont Townhome Pool.

Smoking

Smoking, including E-cigarette, cigar and pipe smoking, is not permitted anywhere within the Swimming Pool or Restroom areas.

Pets

No pets (except service animals) are allowed in, or on, the premises of the Beaumont Townhome pool areas.

Parking

See Beaumont Parking Policy.

Streets of Beaumont

On all streets contained within the Beaumont Townhome community, all signage and traffic laws are to be followed which includes no parking in front of fire hydrants, blocking sidewalks or driveways, stop signs. Residents are responsible for ensuring their guests are informed and in compliance by providing appropriate communication of parking to their guest. Legal and safe parking of residents and guests is required. Failure of following the above rules are subject to vehicles being towed.

Beaumont Event Request

Beaumont Townhome pool is not available for parties or rental of any kind.

POOL RULES AND REGULATIONS

Please respect and follow the pool rules and regulations:

- There is no lifeguard on duty for the pool. Swim at your own risk.
- Entry to the pool area must be made through the gates with the Resident Key fob.
- Guest - A Resident must accompany all guests at all times. Use of the pool is at the Residents own risk. Each Resident is personally liable for any injury to his or her immediate family members and guests using the pool.
- Escorting guests to the pool then leaving them unattended is in violation of this rule and regulation. When this is observed the guests will be asked to leave the pool area.
- Bathing Attire - Appropriate bathing suits are required.
- Diapers - Out of concern for the health and welfare of our Residents and guests using the swimming pool, all incontinent or non-potty trained individuals must wear a fitted waterproof garment over a diaper or swim diaper.
- Trash - All persons using the pool areas are to keep the area clean by properly disposing of towels, cans, and all trash. Please help keep the pool areas clean by throwing all trash away and resetting chairs on the pool deck.
- Food or beverages may be brought into the pool areas; however, such food or beverages

must be removed or disposed of after use.

- No alcohol is permitted in the pool area.
- No glass containers are allowed around the pool area.
- Behavior - Rowdy and disruptive behavior is not permitted.
- Radios - Radios or other music devices are to be used with headphones only.
- Storms - In the event thunder or lightning, please exit the pool and pool area immediately! Before returning to the area, there must be at least 30 minutes without an occurrence of thunder or lightning.
- Swimming is not permitted when thunder is heard until at least 30 minutes after the storm has passed without any occurrence of lightning or thunder.
- Chairs, lounges and tables are on a first come first serve basis, items left unattended are at residents' own risk.

Code of Conduct

General Rules of Courtesy & Conduct

All Residents and their guests are expected to abide by the Governing Documents for Beaumont Townhome in addition to these Rules and Regulations which may be amended from time to time, and to conduct themselves in a courteous and respectful manner at all times. Actions that jeopardize or otherwise interfere with the rights and privileges of others, including the use of profanity, or otherwise abusive or disruptive behavior will not be tolerated, and disciplinary actions may be taken and enforced.

Residents and their guests will not harass or accost any other resident, occupant, guest, employees, director, officer, committee member or member of the management team.

Any resident who conducts him/herself in an unbecoming manner or who violates the Rules and Regulations is subject to disciplinary action which may include suspension of membership privileges or monetary fines as determined by the Board. Such fines shall be attached to the residents Community Association account and collected in accordance with established collection policies.

Interference with Employees/Vendors/Property

Any inattention to duty, or discourtesy on the part of a any employee, staff member, or service vendor should be immediately reported to the Management. However, under no circumstances will Residents/guests interfere with, attempt to discipline, or otherwise direct employees or vendors in the course of Association business. Comments and complaints are to be civilly directed to the Management. Manager may require that the complaint be submitted in writing before taking action on the complaint.

Residents and their guests will be held responsible for any damage to the Townhome Association or CDD property caused by the resident and/or the resident's occupants or guests.

Safety Is Paramount

Any Resident or guest not adhering to the posted or otherwise obvious safety rules may be asked to leave. With respect to safety, proper decorum, and sanitation, the Staff member's judgment

will prevail in all instances. Any complaint relating to a facility monitor's decision may be later appealed to Management and the Board. However, until such appeal is heard, the facility monitor's decision stands. Arguing, being abusive, or being otherwise challenging to a Staff member may result in disciplinary action.

Guests

Conduct of guests remains the responsibility of the sponsoring Resident. No more than three (3) guest per day are allowed. The sponsoring resident will be held accountable for the actions of their guests including any rule violations or costs associated with damages.

Animals

No pet or animal shall be "tied out" on the exterior of the pool, or left unattended on any of the Common Areas. Pets must be walked on a leash at all times. Pet owners are responsible for the activities of its pet and are responsible for cleaning up all matter created by the pet. All pets are prohibited from entering all amenities except those trained to assist handicapped. Residents who do not follow pet rules will be subject to disciplinary action.

Insurance

Owners are required to provide Management a copy of their unit insurance Declaration page indicating that they are insured with an HO3 coverage.

Disclaimer

Homeowners and guests using the facilities do so at their own risk. The safety of our residents and guests of our community is a primary concern. All persons using the facilities do so at their own risk and agree to abide by the rules for use of the facility. The Beaumont CDD and Management Company assumes no responsibility and shall not be liable for any accidents, personal injury, or damage to, or loss of property arising from the use of the facilities or from the acts, omissions or negligence of other persons using the facilities. Residents are responsible for their actions and those of their guests.

Video Surveillance is in use and monitored. An infraction may result is loss of privilege and or prosecution.

ACKNOWLEDGEMENT

Resident Handbook.

Owner's Name: _____

Property Address: _____

Contact Telephone Number: _____

Email Address: _____

Mailing address if different from above: _____

Date Homeowner Signed: _____

BEAUMONT

COMMUNITY DEVELOPMENT DISTRICT

8



Client: Beaumont North
 C/O Evergreen Lifestyles Management
 Address: 7768 Penrose Place
 City: Wildwood Zip: 34785
 Phone: 407-765-9921

Billing Address: _____
 City: _____
 State: _____ Zip: _____
 Atten: _____
 Email: jarroyo@evergreen-lm.com

Service Agreement
 Date: _____

Service Programs

Lawn: Applications to be provided for the control of Lawn damaging insects such as Chinch bugs, Sod webworms, Mole crickets etc. Turf diseases such as Brown Patch, Dollar spot, Take All root rot, etc are treated as required. Weed control applications for Broadleaf weeds and Sedge weeds are also included. Grassy weeds (i.e Crabgrass, Wild Bermuda, Alexander grass, etc.) are not selectively treatable in St Augustine or Bahia. Fertilization of turf will be performed with a minimum of two dry granular applications and liquid supplements will be provided as required. Additional treatments will be provided at no charge if required.

Jan	Feb	Mar	April	May	June	July	August	Sept	Oct	Nov	Dec	Total

Shrub & Trees Applications to be provided for the control damaging insects and treatable diseases such as Spider mites, Thrips, Aphids, scde insects, catapillers, Cycosperia, Rizoctonia, Diplodia, Rust, Downy mildew, etc. Fertilization of the plant material will be performed a minimum of twice annually with supplemental applications as required. Liquid fertilization will be included with each liquid treatment Fertilization is applied throughout the plant beds. Trees under 16' are included with this program.

Jan	Feb	Mar	April	May	June	July	August	Sept	Oct	Nov	Dec	Total
\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 1,080.00

Inside/ Perimeter Pest: Applications to be provided for the control of all crawling pests such as roaches, ants, fleas etc. White footed Ants, Carpenter ants, Termites, Bed Bugs and Rodents are excluded from this program but can be treated for an additional fee. After initial application, exterior only treatments are provided quarterly. Additional interior treatment can be requested by client after the intial service which would be provided at no additional fees.

Jan	Feb	Mar	April	May	June	July	August	Sept	Oct	Nov	Dec	Total
	\$	\$		\$	\$		\$	\$		\$	\$	

Specialized Applications

<input type="checkbox"/> Topchoice: 1 year Fire Ant Guarantee	\$	<input type="checkbox"/> Palm Drench		\$
<input type="checkbox"/> Soil Ph Adjustments	\$	<input type="checkbox"/> Palm Fertilization		\$
<input type="checkbox"/> Soil Aeration	\$	<input type="checkbox"/> Arbor Jet Injections		\$
<input type="checkbox"/>	\$	<input type="checkbox"/>		\$

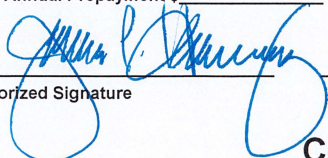
Comments: **Services are to be billed as rendered**

Call Ahead: _____ Gate Code: _____

TERMS: This agreement is for a 12 month period and will automatically renew annually. The agreement may be terminated by either party with a 30 writ ten notice. Grassy weed applications in St Augustine and Bahia are no longer allowed by State law. Non selective applications can be made to eliminat thses weeds but the replacement of the treated areas are the responsibility of the client. In the event of a collection of this account for non payment, client agrees to pay all fees associated with the collection of the accounts (i.e. Attroneys fees, collection cost and court fees). These fees are in addition to the unpaid balances for applications performed. Pool screens areas are not treatable with fertilization due to the potential of severe staining of deck or pool. Fruit bearing and annual planting are excluded from this program. Palms and other trees under 16" in height are included with the shrub program.
 Payments for services are to be rendered upon receipt of treatment by CC auto pay or by annaul prepay. Annual prepay discount of 10% for yearly prepayments are provided.

CC# _____ Exp _____ AutoPay Authorization _____

Total Annual Prepayment \$ _____ Total Annual Agreement Service Costs \$ **1080.00**



 Authorized Signature Date

Elsa Cap Caponi
 Complete Representative 9/15/2020
 Date

Complete Pest Management, LLC

PO Box 1267 Goldenrod, FL 32733 Office-(407) 657-1874
Cap.Caponi@completepestfl.com



Client: Beaumont Townhomes
 C/O Evergreen Lifestyles Management
 Address: 5390 Dragonfly Drive
 City: Wildwood Zip: 34785

Billing Address: _____
 City: _____
 State: _____ Zip: _____
 Atten: _____

Service Agreement
 Date: _____

Phone: 407-765-9921

Email: jarroyo@evergreen-lm.com

Service Programs

Lawn:

Applications to be provided for the control of Lawn damaging insects such as Chinch bugs, Sod webworms, Mole crickets etc. Turf diseases such as Brown Patch, Dollar spot, Take All root rot, etc are treated as required. Weed control applications for Broadleaf weeds and Sedge weeds are also included. Grassy weeds (i.e Crabgrass, Wild Bermuda, Alexander grass, etc.) are not selectively treatable in St Augustine or Bahia. Fertilization of turf will be performed with a minimum of two dry granular applications and liquid supplements will be provided as required. Additional treatments will be provided at no charge if required.
 Fire Ant treatment around pool area and turf

Jan	Feb	Mar	April	May	June	July	August	Sept	Oct	Nov	Dec	Total
			\$ 60.00						\$ 60.00			\$ 120.00

Shrub & Trees

Applications to be provided for the control damaging insects and treatable diseases such as Spider mites, Thrips, Aphids, scde insects, catapillers, Cycosperia, Rizoctonia, Diplodia, Rust, Downy mildew, etc. Fertilization of the plant material will be performed a minimum of twice annually with supplemental applications as required. Liquid fertilization will be included with each liquid treatment Fertilization is applied throughout the plant beds. Trees under 16' are included with this program.

Jan	Feb	Mar	April	May	June	July	August	Sept	Oct	Nov	Dec	Total
\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 45.00	\$ 540.00

Inside/ Perimeter Pest:

Applications to be provided for the control of all crawling pests such as roaches, ants, fleas etc. White footed Ants, Carpenter ants, Termites, Bed Bugs and Rodents are excluded from this program but can be treated for an additional fee. After initial application, exterior only treatments are provided quarterly. Additional interior treatment can be requested by client after the intial service which would be provided at no additional fees.

Jan	Feb	Mar	April	May	June	July	August	Sept	Oct	Nov	Dec	Total
	\$	\$		\$	\$		\$	\$		\$	\$	

Specialized Applications

<input type="checkbox"/> Topchoice: 1 year Fire Ant Guarantee	\$	<input type="checkbox"/> Palm Drench	\$
<input type="checkbox"/> Soil Ph Adjustments	\$	<input type="checkbox"/> Palm Fertilization	\$
<input type="checkbox"/> Soil Aeration	\$	<input type="checkbox"/> Arbor Jet Injections	\$
<input type="checkbox"/>	\$	<input type="checkbox"/>	\$

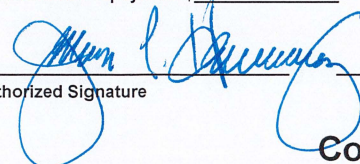
Comments: **Services are to be billed as rendered**

Call Ahead: _____ Gate Code: _____

TERMS: This agreement is for a 12 month period and will automatically renew annually. The agreement may be terminated by either party with a 30 writ ten notice. Grassy weed applications in St Augustine and Bahia are no longer allowed by State law. Non selective applications can be made to eliminatè thses weeds but the replacement of the treated areas are the responsibility of the client. In the event of a collection of this account for non payment, client agrees to pay all fees associated with the collection of the accounts (i.e. Attorneys fees, collection cost and court fees). These fees are in addition to the unpaid balances for applications performed. Pool screens areas are not treatable with fertilization due to the potential of severe staining of deck or pool. Fruit bearing and annual planting are excluded from this program. Palms and other trees under 16" in height are included with the shrub program.
 Payments for services are to be rendered upon receipt of treatment by CC auto pay or by annaul prepay. Annual prepay discount of 10% for yearly prepayments are provided.

CC# _____ Exp _____ AutoPay Authorization _____

Total Annual Prepayment \$ _____ Total Annual Agreement Service Costs \$ **660.00**



 Authorized Signature Date

Elso Cap Caponi 9/15/2020
 Complete Representative Date

Complete Pest Management, LLC

PO Box 1267 Goldenrod, FL 32733 Office-(407) 657-1874
Cap.Caponi@completepestfl.com

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

9

MAINTENANCE PROTECTION PLAN

Prepared for:

**Joey Arroyo
&
Beaumont by D.R. Horton**

7802 Penrose Place, Wildwood, FL 34785



**6901 TPC Drive, Suite 650
Orlando, Florida, 32822
Phone: (407) 477-6391 Fax: (407) 629-9307**



YOUR PROGRAM INVESTMENT

This Programmed Maintenance Program will be for an original term of **one year**, beginning on **October, 2020**. Beaumont by D.R. Horton's investment in this program is **\$800.00 annually which will include (1) preventative maintenance with filter change and (3) additional system checks with filter changes for your (2) split systems.**

Oct. 2020	Jan. 2021	April 2021	July 2021
Maintenance & Filter Change	System Check & Filter Change	System Check & Filter Change	System Check & Filter Change
\$200.00	\$200.00	\$200.00	\$200.00

PLEASE CHECK PAYMENT OPTION BOX:

- PREPAYMENT IN FULL ANNUALLY, REFLECTING 5% DISCOUNT \$760.00**
- QUARTERLY ACCORDING TO SCHEDULE ABOVE**

The annual agreement prices shown above can be adjusted if equipment is added or deleted from the original agreement.

Payment terms will be thirty (30) days after One Stop Cooling and Heating date of invoice. One Stop Cooling and Heating reserves the right to discontinue its service anytime payments have not been made as agreed. Failure to make payments when due or impairment of customer's credit shall relieve One Stop Cooling and Heating of any and all obligations pertaining to work or performance of work.

We would appreciate your signature in the space provided below as your acceptance of this Agreement.

PROPOSAL OFFERED BY: Steve Wenzel

DATE: OCTOBER 1, 2020

CUSTOMER ACCEPTANCE

ACCEPTED BY: _____

TITLE: _____

DATE: _____

P.O. #: _____

ONE STOP COOLING AND HEATING ACCEPTANCE

ACCEPTED BY: _____

TITLE: _____

DATE: _____

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1. EXECUTIVE SUMMARY

One Stop Cooling and Heating would like to thank Joey Arroyo and Beaumont by D.R. Horton for this opportunity to propose the following custom tailored mechanical maintenance solution for your heating, ventilation and air conditioning (HVAC) equipment.

In today's economy, companies like Beaumont by D.R. Horton are charged with finding ways to continually improve upon quality service while containing or reducing costs. During this time, effective strategic decision-making is crucial to meeting these higher standards. One Stop Cooling and Heating is a resource that offers turnkey, integrated mechanical maintenance solutions designed to help meet these goals. One Stop Cooling and Heating is dedicated to identifying; developing and implementing strategies that will reduce your cost structure through the implementation of optimally designed mechanical maintenance programs and innovative procurement strategies.

One Stop Cooling and Heating is not only the best, but also one of the largest service organizations in the state of Florida with the most sophisticated computerized dispatch and maintenance management system available. Our purchasing power of HVAC equipment and maintenance materials through our purchasing network is second to none in the industry. Our purchasing power helps keep our costs lower, which in turn benefits you directly in all categories of HVAC work we perform on your behalf. We have, for over **23** years been able to provide our customers with the best value for their investment dollar.

One Stop Cooling and Heating also has considerable experience in servicing other similar HVAC mechanical systems as Beaumont by D.R. Horton at the following client facilities:

Control Micro
Shaw Properties
Maher Law
HTH Inc.

Additional information on the above clients can be furnished upon request.

2. BENEFITS OF PROGRAMMED MAINTENANCE

The Programmed Maintenance Agreement you are about to review is the optimum choice for Beaumont by D.R. Horton to maintain its HVAC equipment operation at peak efficiency. This program is customized to meet all of the unique requirements of your specific HVAC equipment. Beaumont by D.R. Horton will derive many benefits from a well-designed and implemented programmed maintenance program such as the one we are offering here.

One Stop Cooling and Heating maintenance program is designed to help you reduce the cost of operating and maintaining your HVAC systems. Studies have shown that our type of maintenance program can help you:

- Avoid expensive downtime and employee productivity losses
- Avoid utility waste costs by up to 5-20%
- Extend the useful life of your equipment by 20% or more
- Reduce administrative costs associated managing HVAC services

Our goal is to help you control your overall maintenance costs via an optimum blend of predictive, diagnostic and scheduled maintenance tasking services. With this Programmed Maintenance Agreement Beaumont by D.R. Horton will receive the following benefits:

2.1. Energy Dollar Savings

Programmed maintenance keeps Beaumont by D.R. Horton's equipment in peak operating condition, thereby reducing energy consumption. Our program will provide the proper maintenance tasking procedures that will include cleaning all heat transfer surfaces and calibrating your equipment to operate at peak performance.

2.2. Operating Cost Saving

Our program will save you money in two ways. Since One Stop Cooling and Heating is part of a national HVAC materials and parts procurement network, you benefit from our ever-growing economies of scale, which attracts huge purchasing discounts from major equipment manufacturers and support material vendors. This aggregated buying power allows us to give you the lowest possible price while still providing the highest quality and most efficient services and support systems available.

As we implement this Programmed Maintenance Agreement, system efficiency is returned to an optimum level and operating costs and productivity losses are reduced to a minimum.

2.3. Elimination of Expensive Down Time

Proper functioning equipment means money in your pocket. This Programmed Maintenance Agreement provides the manufacturers recommended maintenance tasking procedures for your equipment on a predetermined schedule. Our program reduces equipment failures, and costly equipment downtime while increasing employee productivity.

2.4. Extending Equipment Life

One Stop Cooling and Heating Programmed Maintenance Agreement keeps your equipment in optimum condition. This maintenance program is custom tailored to increase the life expectancy of your equipment over that of improperly maintained equipment. This results in the deferral of costly replacement expenditures.

2.5. Improved Indoor Air Quality

This program is designed to allow your equipment to operate within the original design environmental specifications they were engineered to provide. The first line of defense against possible perceived or real environmental complaints is proof of a verifiable maintenance program that provides for proper ventilation, filter changes and comfort control.

Our program will help you meet these challenges while providing an environment that is healthy for your customers and employees.

2.6. Increased Comfort Control

Consistent comfort control keeps your employees happy which studies have shown increases productivity levels to peak performance.

2.7. Programmed Maintenance Performed Around Your Schedule

We have incorporated your business and technical requirements into this maintenance program. Our call center automatically dispatches the manufacturers recommended maintenance tasking procedures for your equipment on a predetermined schedule that best meets both your business and your equipment requirements.

2.8. Includes Engineering Support

This maintenance program includes engineering support services to include identifying indoor air quality problems, solving comfort complaints, and or modifications to reduce or add air conditioning, heating or ventilation capacity in your facilities. As with this and any of our programs, we provide written performance guarantees with all of our engineered solutions.

2.9. Guaranteed Priority Emergency Service Response

Our Programmed Maintenance Agreement has continuously proven to reduce emergency or trouble calls. However, when one does occur, you will receive our highest priority response.

PROGRAM IMPLEMENTATION TEAM

One Stop Cooling and Heating has assembled a specialized equipment maintenance team dedicated to insure a smooth integration of this maintenance program with Beaumont by D.R. Horton's normal business activities. This team will ensure consistency in the delivery of your maintenance program, provide for effective lines of communication, and to avoid escorting unfamiliar people throughout your facility.

Your Account Manager will continue to work closely with you along with the Implementation Team to preserve the integrity of your equipment, reduce your energy and operating costs and maintain comfort. The Implementation Team will be made up of the following service professionals:

- **Rakecia Peterson** is responsible for scheduling all maintenance program services. Rakecia has complete authority for controlling and directing the field personnel, support personnel and resources to ensure the smooth and efficient delivery of this Maintenance Protection Plan. Rakecia can be reached at **(407) 975-2733**.
- **Steve Wenzel** is the Account Manager. Steve is responsible for handling all invoicing per the terms and conditions of this agreement. You can reach Steve at **(407) 867-1260**.

3. PROGRAM FEATURES

The implementation plan of your Programmed Maintenance Agreement will include the following scope of service to be provided.

Scheduled Inspections: One Stop Cooling and Heating will provide **(1) annual inspection** with a filter change per year in accordance per the "Equipment Tasking Procedures" located in Appendix A section of this agreement. The maintenance tasking procedures, which our technicians precisely follow, are determined by the manufacturer's recommendations, equipment application and our extensive experience. Our program includes all maintenance materials, gaskets, oils, lubricants required to perform these inspections tasking procedures.

Air Filter Maintenance: Included in your program are **(3) additional air filter changes** per year. One Stop Cooling and Heating will provide the labor, materials, and disposal of the used filters.

Corrective Maintenance and Component Replacement Coverage: The main objective of this Programmed Maintenance Agreement is to maintain your equipment at optimum peak efficiency. During the course of executing the maintenance tasking procedures, our technicians are trained to identify impending problems and repair them before they cause unplanned downtime. Component **repair labor and material costs are discounted at 15%** with this program.

Emergency and Trouble Call Coverage: Even with the comprehensive care provided in this program, occasional failures can occur. Under this agreement, we will provide emergency response between scheduled visits, Monday through Sunday, including Holiday's. The cost of the diagnostic call will be **\$100.00** per system, Monday-Friday, 8AM-5PM.

Refrigerant Containment Service: We will leak test and report needed repairs on any equipment found low of refrigerant. We will use recovery, recycling and reclamation of your refrigerant as appropriate to minimize costs of replacement refrigerant. Such work will be done per all federal, state and local regulatory guidelines.

Service Documentation: We will document all scheduled and unscheduled service work showing the time, date, name of service technician, and equipment identification and brief description of work. This documentation will be made available upon request.

Performance Assurance Program: We will meet with you annually or more frequently upon request to evaluate and make modifications, if necessary, to this maintenance program to assure that it continues to meet both your business and technical requirements.

TERMS AND CONDITIONS

- A. Planned and or routine maintenance services provided under this agreement will be performed during normal working hours.
- B. The guarantees and services provided under the scope of this agreement are conditioned upon Beaumont by D.R. Horton's operating and maintaining systems/equipment. Beaumont by D.R. Horton will do so in accordance to industry-accepted practices and in consideration of our recommendations.
- C. Beaumont by D.R. Horton will provide and permit reasonable access to all covered equipment. One Stop Cooling and Heating will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services.
- D. This proposal assumes that all pieces of equipment are in proper operating condition. One Stop Cooling and Heating shall inspect and report to Beaumont by D.R. Horton any malfunctions and defects within thirty (30) days after commencement of the contract. If the equipment cannot be operated within the thirty (30) day period due to seasonal conditions or other factors beyond our control the period for initial inspection will be extended for a mutually agreed upon period. Upon completion of the inspection, it shall be the responsibility of One Stop Cooling and Heating to make recommendations and to assist Beaumont by D.R. Horton in restoring the equipment to proper operating condition. However, all of the restoration costs shall be borne by the Beaumont by D.R. Horton unless otherwise stated in this proposal. Any piece of covered equipment will be excluded from liability if the reported recommendations from the inspection are not accepted and repair work performed.
- E. It is agreed that the repair, replacement, and emergency service provisions apply only to the functional internal components and parts of equipment listed in Appendix A. Repair and replacement of non-maintainable portions, such as duct work, furnace heat exchangers, shell and tube heat exchangers, all diffusers, cabinetry, inter-connecting piping, main power service and electrical distribution system, valve bodies, coils, pipe insulation, glycol, storage tanks, piping systems, structural supports, etc. are excluded.
- F. Any repairs or services resulting from power failures, freezing, roof leaks through curbs or equipment, or air side corrosion will be paid for by Beaumont by D.R. Horton in accordance with One Stop Cooling and Heating's currently established rates.
- G. In the unlikely event of failure to perform its obligations, One Stop Cooling and Heating's liability is limited to repair or replacement at its option and such shall be Location's sole remedy. Under no circumstances will One Stop Cooling and Heating be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of Beaumont by D.R. Horton's clients, or any special, indirect or consequential damages.

- H. The agreement does not include responsibility for system design deficiencies, such as, but not limited to poor air distribution, water flow imbalances, etc. It does not include responsibility for system, equipment and component obsolescence, electrical failures, unserviceable equipment, and operating the system(s).
- I. One Stop Cooling and Heating will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, unavailability of material, riots, acts of god, or any cause beyond reasonable control.
- J. One Stop Cooling and Heating is not responsible for the removal or disposal of any hazardous materials or any cost associated with these materials unless otherwise noted in this Agreement.
- K. The agreement does not include repairing any damage resulting from improper/inadequate water treatment or filter service not supplied by One Stop Cooling and Heating.
- L. This agreement does not include any services occasioned by improper operation, negligence, vandalism, or alterations, modifications, abuse, or misuse, or repairs to equipment not performed by One Stop Cooling and Heating. Also excluded is the furnishing of materials and supplies for painting or refurbishing equipment.
- M. One Stop Cooling and Heating shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, Federal State Municipal or other authorities except as otherwise included in this Agreement.
- N. This agreement does not include the cleaning of any air passages, grilles, or air balancing of systems.
- O. In the event either party must commence a legal action in order to enforce any rights under this contract, the successful party shall be entitled to all court costs and reasonable attorney's fees as determined by the court for prosecuting and defending the claim, as the case may be.
- P. One Stop Cooling and Heating shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. It shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this Agreement. It shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- Q. Only One Stop Cooling and Heating's personnel or agent are authorized to perform the work included in the scope of this Agreement. One Stop Cooling and Heating may, at its option, cancel or waive its obligations under this Agreement should non-authorized individuals perform such work.
- R. This Agreement and all rights hereunder shall not be assignable unless approved by One Stop Cooling and Heating.
- S. In the event of additional freight, labor, or material costs resulting from a Beaumont by D.R. Horton's request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, the Customer agrees to pay these additional costs at One Stop Cooling and Heating's currently established rates.
- T. One Stop Cooling and Heating scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event One Stop Cooling and Heating encounters such material in performing its work, One Stop Cooling and Heating will have the right to discontinue work and remove its employees until the hazard is corrected or its determined no hazard exists.

- U. This Agreement contains the entire Contract and the parties hereby agree that this Agreement has been agreed to and the entire Agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- V. This agreement does not include the disposal of hazardous waste; any charges incurred for their proper disposal will be born by the customer as an extra to the contract price.
- W. Beaumont by D.R. Horton agrees that in the event that there shall have been passed a federal and/or state law which shall compel One Stop Cooling and Heating to contribute to a federal and/or state health plan for its employees, then the terms of this Agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase by One Stop Cooling and Heating cost of performing this contract.
- X. Beaumont by D.R. Horton acknowledges and agrees that any purchase order issued by Beaumont by D.R. Horton, in accordance with this Agreement, is intended only to establish payment authority for Beaumont by D.R. Horton's internal accounting purposes. No purchase order shall be considered to be a counteroffer, amendment, modification, or other revision to the terms of this agreement. No term or condition included in Beaumont by D.R. Horton's purchase order will have any force or effect.
- Y. Should the contract be canceled without due cause, the Customer shall pay One Stop Cooling and Heating 25% of the annual price in addition to any previous amount paid.
- Z. This contract may be cancelled with 30 days written notice to One Stop Cooling and Heating

APPENDIX A - LIST OF MAINTAINED EQUIPMENT

The following HVAC equipment was identified during our survey and will be covered as a part of Location Programmed Maintenance Agreement.

7802 Penrose Place, Wildwood, FL 34785

LIST OF MAINTAINED EQUIPMENT				
Quantity	Equipment Description	Make	Model #	Size
1	AHU-1/CU-1	LENNOX	XP-20	5.0 Ton
1	AHU-2/CU-2	LENNOX	XP-20	5.0 Ton

APPENDIX B - EQUIPMENT TASKING PROCEDURES

(1) ANNUAL MAINTENANCE INSPECTION

1. Measure power supply operation
2. Measure volts/amps of compressors
3. Measure volts/amps of condenser fan motors, where applicable
4. Measure starters and contact surfaces, if applicable
5. Measure operating temperatures
6. Measure refrigerant charge
7. Verify condition of all belts, change belts if applicable
8. Verify condition all safety controls
9. Measure superheat and adjustment
10. Measure and gas by-pass controls, where applicable
11. Measure head pressure controls
12. Measure unloader operation, where applicable
13. Measure all operating controls
14. Inspect and tighten all electrical connections
15. Lube motors/bearings, where applicable
16. Inspect water-cooled condenser, where applicable
17. Inspect water-regulating valve, where applicable
18. Measure compressor efficiency
19. Inspect cap tubes/piping for chafing
20. Inspect crankcase heaters, where applicable
21. Inspect fan wheels - clean, as required
22. Inspect fan scrolls - clean as required
23. Inspect fan sheave wear, where applicable
24. Inspect fan sheave alignment, where applicable
25. Inspect fan-bearing alignment, where applicable
26. Inspect fan-bearing supports, where applicable
27. Inspect motor supports, where applicable
28. Inspect motor hold-down bolts, where applicable
29. Inspect damper operations, where applicable
30. Inspect damper linkages, where applicable
31. Inspect damper motor operation, where applicable
32. Clean evaporator coils in place
33. Clean condenser coils in place
34. Clean condensate lines, drain pans and add pan tablets
35. Inspect blower wheel and housing
36. Clean condensate pumps, where applicable
37. Change air filters
38. Inspect and clean outside air intakes
39. Inspect expansion valve bulb clamp

(1) ANNUAL MAINTENANCE INSPECTION (Continued)

40. Inspect for any unusual noises/vibrations
41. Inspect cabinetry/hardware conditions
42. Inspect structural integrity of unit
43. All pertinent maintenance complete

(3) ADDITIONAL FILTER CHANGES TO INCLUDE

1. Change air filters
2. Measure refrigerant charge
3. Clean condensate lines

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

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**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2020**

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2020**

	General Fund	Special Revenue Fund - Single Family	Special Revenue Fund - Town Home	Debt Service Fund Series 2019	Debt Service Fund Series 2019A-1	Debt Service Fund Series 2019A-2	Capital Projects Fund Series 2019	Capital Projects Fund Series 2019A-1	Capital Projects Fund Series 2019A-2	Total Governmental Funds
ASSETS										
Cash	\$ 31,528	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,528
Investments										
Revenue	-	-	-	213,499	56,838	17,471	-	-	-	287,808
Reserve	-	-	-	552,857	418,368	236,631	-	-	-	1,207,856
Prepayment	-	-	-	2,476	-	433,873	-	-	-	436,349
Construction	-	-	-	-	-	-	1,139,512	52,937	203,093	1,395,542
Cost of issuance	-	-	-	5,475	2,966	1,794	-	-	-	10,235
Capitalized interest	-	-	-	8,740	-	-	-	-	-	8,740
Undeposited funds	-	-	-	18,347	196,104	-	-	-	-	214,451
Off-roll assessments receivable	97,489	26,764	13,995	33,052	78,966	119,995	-	23,620	550,918	944,799
Due from other	1,081	-	-	-	-	-	-	-	-	1,081
Due from general fund	-	23,425	23,254	-	-	-	1,349	827	-	48,855
Utility deposit	3,557	200	-	-	-	-	-	-	-	3,757
Prepaid expense	6,961	-	-	-	-	-	-	-	-	6,961
Total assets	<u>\$ 140,616</u>	<u>\$ 50,389</u>	<u>\$ 37,249</u>	<u>\$ 834,446</u>	<u>\$ 753,242</u>	<u>\$ 809,764</u>	<u>\$ 1,140,861</u>	<u>\$ 77,384</u>	<u>\$ 754,011</u>	<u>\$ 4,597,962</u>
LIABILITIES										
Liabilities:										
Accounts payable	\$ 43,445	\$ 4,017	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 47,462
Due to Developer	-	-	-	1,310	9,487	-	-	-	-	10,797
Due to other	23,887	20,401	17,298	-	-	-	-	-	-	61,586
Due to SRF - single family	23,425	-	-	-	-	-	-	-	-	23,425
Due to SRF - town home	23,254	-	-	-	-	-	-	-	-	23,254
Due to capital projects fund 2019	1,349	-	-	-	-	-	-	-	-	1,349
Due to capital projects fund 2019A-1	827	-	-	-	-	-	-	-	-	827
Contracts payable	-	-	-	-	-	-	7,401	23,620	693,858	724,879
Retainage payable	-	-	-	-	-	-	20,914	29,314	130,227	180,455
Developer advance	4,784	-	-	-	-	-	-	-	-	4,784
Total liabilities	<u>120,971</u>	<u>24,418</u>	<u>17,298</u>	<u>1,310</u>	<u>9,487</u>	<u>-</u>	<u>28,315</u>	<u>52,934</u>	<u>824,085</u>	<u>1,078,818</u>
DEFERRED INFLOWS OF RESOURCES										
Deferred receipts	97,489	26,764	13,995	33,052	78,966	119,995	-	23,620	550,918	944,799
Total deferred inflows of resources	<u>97,489</u>	<u>26,764</u>	<u>13,995</u>	<u>33,052</u>	<u>78,966</u>	<u>119,995</u>	<u>-</u>	<u>23,620</u>	<u>550,918</u>	<u>944,799</u>
FUND BALANCES										
Restricted for										
Debt service	-	-	-	800,084	664,789	689,769	-	-	-	2,154,642
Capital projects	-	-	-	-	-	-	1,112,546	-	-	1,112,546
Unassigned	(77,844)	(793)	5,956	-	-	-	-	830	(620,992)	(692,843)
Total fund balances	<u>(77,844)</u>	<u>(793)</u>	<u>5,956</u>	<u>800,084</u>	<u>664,789</u>	<u>689,769</u>	<u>1,112,546</u>	<u>830</u>	<u>(620,992)</u>	<u>2,574,345</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 140,616</u>	<u>\$ 50,389</u>	<u>\$ 37,249</u>	<u>\$ 834,446</u>	<u>\$ 753,242</u>	<u>\$ 809,764</u>	<u>\$ 1,140,861</u>	<u>\$ 77,384</u>	<u>\$ 754,011</u>	<u>\$ 4,597,962</u>

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ 59,879	\$ 161,420	37%
Landowner contribution	-	4,256	4,256	100%
Lot closing	(19,597)	44,655	40,603	110%
Total revenues	<u>(19,597)</u>	<u>108,790</u>	<u>206,279</u>	53%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	48,000	48,000	100%
Legal	4,347	32,330	25,000	129%
Engineering	4,575	4,575	3,500	131%
Audit	-	2,925	4,200	70%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	1,000	1,000	100%
Trustee	-	10,500	10,500	100%
Telephone	17	200	200	100%
Postage	10	67	500	13%
Printing & binding	42	500	500	100%
Legal advertising	337	1,174	1,200	98%
Annual special district fee	-	175	175	100%
Insurance	-	5,315	5,500	97%
Contingencies/bank charges	121	284	500	57%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	199	200	100%
Total professional & administrative	<u>13,532</u>	<u>107,949</u>	<u>102,430</u>	105%

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Field operations (shared)				
Management	6,000	6,000	6,000	100%
Stormwater management				
Lake maintenance	825	4,950	5,000	99%
Dry retention area maintenance	-	-	9,000	0%
Preserve maintenance	-	-	2,000	0%
Streetlighting	-	-	4,092	0%
Irrigation supply				
Maintenance Contract	-	-	1,500	0%
Electricity	919	7,605	5,000	152%
Repairs and maintenance	525	601	500	120%
Monuments and street signage				
Repairs and maintenance	-	-	1,000	0%
Electricity	-	-	500	0%
Landscape maint. entries/buffers				
Maintenance contract	10,318	55,272	50,000	111%
Irrigation repairs	-	-	2,500	0%
Roadway maintenance	-	-	2,500	0%
Total field operations	<u>18,587</u>	<u>74,428</u>	<u>89,592</u>	83%
Total expenditures	<u>32,119</u>	<u>182,377</u>	<u>192,022</u>	95%
Excess/(deficiency) of revenues over/(under) expenditures	(51,716)	(73,587)	14,257	
Fund balances - beginning	<u>(26,128)</u>	<u>(4,257)</u>	<u>(4,257)</u>	
Fund balances - ending	<u><u>\$ (77,844)</u></u>	<u><u>\$ (77,844)</u></u>	<u><u>\$ 10,000</u></u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND - SINGLE FAMILY PROGRAM
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 29,503	0%
Lot closing	(20,401)	6,815	4,077	167%
Interest and miscellaneous	-	-	500	0%
Total revenues	<u>(20,401)</u>	<u>6,815</u>	<u>34,080</u>	20%
EXPENDITURES				
Single Family Program				
Accounting	-	-	750	0%
Landscape maintenance	-	-	15,000	0%
Plant replacement	-	-	1,500	0%
Irrigation repairs	-	-	1,000	0%
Pool maintenance	-	-	1,000	0%
Repairs and maintenance	825	825	-	N/A
Electricity	663	975	500	195%
Gate electricity	115	795	1,500	53%
Insurance	-	-	500	0%
Bank fees	-	-	1,000	0%
Phone/cable/internet	150	1,128	1,000	113%
Water/sewer/propane	746	777	750	104%
Janitorial	-	-	2,240	0%
Security amenity center	-	1,590	1,590	100%
Permits/licenses	-	-	750	0%
Supplies	1,518	1,518	-	N/A
Total single family program	<u>4,017</u>	<u>7,608</u>	<u>29,080</u>	26%
Excess/(deficiency) of revenues over/(under) expenditures	(24,418)	(793)	5,000	
Fund balances - beginning	23,625	-	-	
Fund balances - ending	<u>\$ (793)</u>	<u>\$ (793)</u>	<u>\$ 5,000</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND BUDGET - TOWN HOME PROGRAM
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ -	\$ 14,520	0%
Lot closing	(17,298)	5,956	5,430	110%
Interest and miscellaneous	-	-	500	0%
Total revenues	<u>(17,298)</u>	<u>5,956</u>	<u>20,450</u>	29%
EXPENDITURES				
Town Home Program				
Accounting	-	-	300	0%
Landscape maintenance	-	-	8,000	0%
Irrigation water	-	-	100	0%
Plant replacement	-	-	1,000	0%
Irrigation repairs	-	-	1,000	0%
Pool maintenance	-	-	1,500	0%
Electricity	-	-	500	0%
Insurance	-	-	1,500	0%
Bank Fees	-	-	250	0%
Water/sewer	-	-	500	0%
Janitorial	-	-	300	0%
Security amenity center	-	-	500	0%
Total town home program	<u>-</u>	<u>-</u>	<u>15,450</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	(17,298)	5,956	5,000	
Fund balances - beginning	23,254	-	-	
Fund balances - ending	<u>\$ 5,956</u>	<u>\$ 5,956</u>	<u>\$ 5,000</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019 BONDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ 163,465	\$ 167,218	\$ 225,002	74%
Assessment prepayments	-	456,520	-	N/A
Lot closing	24,732	53,387	-	N/A
Interest	5	7,567	-	N/A
Total revenues	<u>188,202</u>	<u>684,692</u>	<u>225,002</u>	304%
EXPENDITURES				
Debt service				
Interest	-	558,238	558,238	100%
Principal prepayment	-	455,000	-	N/A
Total debt service	<u>-</u>	<u>1,013,238</u>	<u>558,238</u>	182%
Excess/(deficiency) of revenues over/(under) expenditures	188,202	(328,546)	(333,236)	
Fund balances - beginning	611,882	1,128,630	1,112,174	
Fund balances - ending	<u>\$ 800,084</u>	<u>\$ 800,084</u>	<u>\$ 778,938</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019A-1 BONDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ 182,119	\$ 327,363	\$ 410,828	80%
Lot closing	4,497	72,287	-	N/A
Interest	4	3,780	-	N/A
Total revenues	<u>186,620</u>	<u>403,430</u>	<u>410,828</u>	98%
EXPENDITURES				
Debt service				
Interest	-	393,603	393,603	100%
Total debt service	<u>-</u>	<u>393,603</u>	<u>393,603</u>	100%
Excess/(deficiency) of revenues over/(under) expenditures	186,620	9,827	17,225	
Fund balances - beginning	478,169	654,962	645,624	
Fund balances - ending	<u>\$ 664,789</u>	<u>\$ 664,789</u>	<u>\$ 662,849</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019A-2 BONDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ -	\$ 92,348	\$ 236,044	39%
Assessment prepayments	133,442	1,293,330	-	N/A
Lot closing	3,977	37,642	-	N/A
Interest	6	2,765	-	N/A
Total revenues	<u>137,425</u>	<u>1,426,085</u>	<u>236,044</u>	604%
EXPENDITURES				
Debt service				
Interest	-	292,635	291,722	100%
Principal prepayment	-	860,000	-	N/A
Total debt service	<u>-</u>	<u>1,152,635</u>	<u>291,722</u>	395%
Excess/(deficiency) of revenues over/(under) expenditures	137,425	273,450	(55,678)	
Fund balances - beginning	552,344	416,319	410,475	
Fund balances - ending	<u>\$ 689,769</u>	<u>\$ 689,769</u>	<u>\$ 354,797</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019 BONDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 9	\$ 14,742
Total revenues	<u>9</u>	<u>14,742</u>
EXPENDITURES		
Capital outlay	<u>7,401</u>	<u>835,342</u>
Total expenditures	<u>7,401</u>	<u>835,342</u>
Excess/(deficiency) of revenues over/(under) expenditures	(7,392)	(820,600)
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	8,201
Total other financing sources/(uses)	<u>-</u>	<u>8,201</u>
Net change in fund balances	(7,392)	(812,399)
Fund balances - beginning	<u>1,119,938</u>	<u>1,924,945</u>
Fund balances - ending	<u><u>\$ 1,112,546</u></u>	<u><u>\$ 1,112,546</u></u>

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019 A-1 BONDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ -	\$ 11,080
Total revenues	<u>-</u>	<u>11,080</u>
EXPENDITURES		
Capital outlay	<u>25,680</u>	<u>1,586,964</u>
Total expenditures	<u>25,680</u>	<u>1,586,964</u>
Excess/(deficiency) of revenues over/(under) expenditures	(25,680)	(1,575,884)
OTHER FINANCING SOURCES/(USES)		
Transfer in	104,650	366,955
Transfer out	-	(43,396)
Total other financing sources/(uses)	<u>104,650</u>	<u>323,559</u>
Net change in fund balances	78,970	(1,252,325)
Fund balances - beginning	<u>(78,140)</u>	<u>1,253,155</u>
Fund balances - ending	<u>\$ 830</u>	<u>\$ 830</u>

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019 A-2 BONDS
FOR THE PERIOD ENDED SEPTEMBER 30, 2020**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	\$ 3	\$ 21,472
Total revenues	<u>3</u>	<u>21,472</u>
EXPENDITURES		
Capital outlay	<u>550,395</u>	<u>3,713,394</u>
Total expenditures	<u>550,395</u>	<u>3,713,394</u>
Excess/(deficiency) of revenues over/(under) expenditures	(550,392)	(3,691,922)
OTHER FINANCING SOURCES/(USES)		
Transfer in	-	35,194
Transfer out	<u>(104,650)</u>	<u>(366,955)</u>
Total other financing sources/(uses)	<u>(104,650)</u>	<u>(331,761)</u>
Net change in fund balances	(655,042)	(4,023,683)
Fund balances - beginning	34,050	3,402,691
Fund balances - ending	<u>\$ (620,992)</u>	<u>\$ (620,992)</u>

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

11

DRAFT

**MINUTES OF MEETING
BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Beaumont Community Development District held a Telephonic Public Hearing and Meeting on August 25, 2020 at 11:00 a.m., at 1-888-354-0094, CONFERENCE ID: 2144145.

Present were:

James Harvey	Chair
Greg Meath	Vice Chair
Bradley Walker	Assistant Secretary
Troy Simpson	Assistant Secretary

Also present were:

Craig Wrathell	District Manager
Chuck Adams	Wrathell Hunt and Associates, LLC
Jason Walters	District Counsel
Matt Morris	District Engineer
Joey Arroyo	Evergreen Lifestyle Management

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Wrathell called the meeting to order at 11:00 a.m. Supervisors Simpson, Harvey, Meath and Walker were present. Supervisor Smith was not present at roll call. In consideration of the COVID-19 pandemic, this meeting was being held telephonically, as permitted under the Florida Governor’s Executive Orders, which allow local governmental public meetings to occur by means of communications media technology and telephonically.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Ratification of Change Orders

- 39 A. Morris Engineering and Consulting LLC
- 40 • Change Order No. 3 [Wellstone Development]
- 41 B. Ovida Construction Group, Inc.
- 42 I. Change Order No. 3
- 43 II. Change Order No. 4
- 44 III. Change Order No. 6
- 45 IV. Change Order No. 9
- 46 C. Hardscapes, 2, Inc.
- 47 I. Corrective Change Order No. 3 [Entry Hardscape]
- 48 II. Corrective Change Order No. 4 [Entry Hardscape]
- 49 D. Mandy Electric
- 50 • Change Order No. 2 [Installation of Electrical Improvements]
- 51 E. Hughes Brothers
- 52 • Change Order No. 23 [Pond R-10]

53 Mr. Wrathell presented the Change Orders and supporting documentation.

55 On MOTION by Mr. Simpson and seconded by Mr. Walker, with all in favor, the
 56 Morris Engineering and Consulting, LLC, Ovida Construction Group, Inc.,
 57 Hardscapes, 2, Inc., Mandy Electric and Hughes Brothers Change Orders, were
 58 ratified.

61 **FOURTH ORDER OF BUSINESS**

**Ratification of Purchase Order Agreement
for Goods [Admiral Outdoor Furniture]**

64 Mr. Wrathell presented the Purchase Order Agreement and supporting documentation.

66 On MOTION by Mr. Meath and seconded by Mr. Walker, with all in favor, the
 67 Purchase Order Agreement for Goods [Admiral Outdoor Furniture], was
 68 ratified.

71 **FIFTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year
2020/2021 Budget**

73 **A. Proof/Affidavit of Publication**

74 The affidavit of publication was included for informational purposes.

75 **B. Consideration of Resolution 2020-06, Relating to the Annual Appropriations and**
76 **Adopting the Budget for the Fiscal Year Beginning October 1, 2020 and Ending**
77 **September 30, 2021; Authorizing Budget Amendments; and Providing an Effective**
78 **Date**

79 Mr. Wrathell recapped the items that would be revised and updated, including the
80 “Revenues” and “Assessment levy on-roll” line items. Currently, 95 platted and sold lots
81 reflected on the Property Appraiser’s website. The lots would be placed on the County tax bill
82 for purposes of operations and maintenance (O&M) assessments and, because there is a deficit
83 Funding Agreement, the balance of what needs to be collected as revenues would be moved
84 under “Landowner contribution”. He reviewed the Fiscal Year 2021 budget line item increases,
85 decreases and adjustments over the Fiscal Year 2020 budget and the reasons for any changes.

86

87 **On MOTION by Mr. Simpson and seconded by Mr. Meath, with all in favor, the**
88 **Public Hearing was opened.**

89

90

91 No members of the public spoke.

92

93 **On MOTION by Mr. Simpson and seconded by Mr. Meath, with all in favor, the**
94 **Public Hearing was closed.**

95

96

97 Mr. Wrathell presented Resolution 2020-06 and read the title.

98

99 **On MOTION by Mr. Simpson and seconded by Mr. Harvey, with all in favor,**
100 **Resolution 2020-06, Relating to the Annual Appropriations and Adopting the**
101 **Budget for the Fiscal Year Beginning October 1, 2020 and Ending September 30,**
102 **2021 as amended; Authorizing Budget Amendments; and Providing an Effective**
103 **Date, was adopted.**

104

105

106 **SIXTH ORDER OF BUSINESS**

107 **Consideration of Resolution 2020-07,**
108 **Making a Determination of Benefit and**
109 **Imposing Special Assessments for Fiscal**
110 **Year 2020/2021; Providing for the**
111 **Collection and Enforcement of Special**
112 **Assessments; Certifying an Assessment**
113 **Roll; Providing for Amendments to the**
114 **Assessment Roll; Providing a Severability**
115 **Clause; and Providing an Effective Date**

116 Mr. Walters stated the only changes worth noting related to collections. The Deficit
117 Funding Agreement that was circulated, should be approved in substantial form. The main
118 changes were the findings in the “Whereas” clauses, where Staff recognized that some platted
119 lots remain undeveloped and unsold, along with providing for funding of the O&M expenses
120 related to those undeveloped and unsold properties to be collected pursuant to the terms of
121 the Deficit Funding Agreement. The Resolution provides a mechanism for the District to ensure
122 it can fully fund budget expenses presented during the year without the direct collection of
123 those assessments for the undeveloped parcels. Mr. Walters presented Resolution 2020-07.

124

125 **On MOTION by Mr. Simpson and seconded by Mr. Harvey, with all in favor,**
126 **Resolution 2020-07, Making a Determination of Benefit and Imposing Special**
127 **Assessments for Fiscal Year 2020/2021; Providing for the Collection and**
128 **Enforcement of Special Assessments; Certifying an Assessment Roll; Providing**
129 **for Amendments to the Assessment Roll; Providing a Severability Clause; and**
130 **Providing an Effective Date, as amended, was adopted.**

131

132

133 **On MOTION by Mr. Harvey and seconded by Mr. Simpson, with all in favor, the**
134 **Deficit Funding Agreement, in substantial form, subject to final review by the**
135 **Chair and District Counsel, was approved.**

136

137

138 **SEVENTH ORDER OF BUSINESS**

139 **Consideration of Resolution 2020-08,**
140 **Designating Dates, Times and Locations for**
141 **Regular Meetings of the Board of**
142 **Supervisors of the District for Fiscal Year**
143 **2020/2021 and Providing for an Effective**
144 **Date**

145 Mr. Wrathell presented Resolution 2020-08. The Landowners’ Meeting would be held
146 November 3rd at 10:00 a.m. A Board Member asked for the on-site location be published for
147 future in-person meetings. The following change would be made:

148 LOCATION: Change to “7764 Penrose Place, Wildwood, Florida, 34795”
149

150 **On MOTION by Mr. Harvey and seconded by Mr. Walker, with all in favor,**
151 **Resolution 2020-08, Designating Dates, Times and Locations for Regular**
152 **Meetings of the Board of Supervisors of the District for Fiscal Year 2020/2021,**
153 **as amended, and Providing for an Effective Date, was adopted.**
154
155

156 **EIGHTH ORDER OF BUSINESS**

**Presentation of Audited Annual Financial
Report for the Fiscal Year Ended
September 30, 2019, Prepared by Berger,
Toombs, Elam, Gaines & Frank**

160
161 Mr. Wrathell presented the Audited Annual Financial Report for the Fiscal Year Ended
162 September 30, 2019. He noted the relevant information on each page and concluded that there
163 were no findings, recommendations or instances of noncompliance; it was a clean audit.
164

165 **NINTH ORDER OF BUSINESS**

**Consideration of Resolution 2020-09,
Hereby Accepting the Audited Annual
Financial Report for the Fiscal Year Ended
September 30, 2019**

169
170 Mr. Wrathell presented Resolution 2020-09.
171

172 **On MOTION by Mr. Harvey and seconded by Mr. Simpson, with all in favor,**
173 **Resolution 2020-09, Hereby Accepting the Audited Annual Financial Report for**
174 **the Fiscal Year Ended September 30, 2019, was adopted.**
175
176

177 **TENTH ORDER OF BUSINESS**

**Consideration of Quotes for Janitorial
Services**

178
179
180
181 **A. Beaumont North and Townhome Clubhouse Janitorial Comparison**

- 182 **B. Clubhouse**
- 183 **I. Bluebird Cleaning Company**
- 184 **II. Maidpro The Villages**
- 185 **III. Majestic Cleaning Services**
- 186 **C. Townhomes**
- 187 **I. Bluebird Cleaning Company**
- 188 **II. Maidpro The Villages**
- 189 **III. Majestic Cleaning Services**

190 Mr. Arroyo presented proposals for Janitorial Services. He was very familiar with all
 191 three companies and noted that fees were over-budget, in comparison to 2020. The
 192 recommendation was to engage Maidpro.

194 **On MOTION by Mr. Simpson and seconded by Mr. Harvey, with all in favor,**
 195 **awarding the Janitorial Services Contract to Maidpro The Villages, authorizing**
 196 **District Counsel to prepare a Form of Agreement and authorizing the Chair and**
 197 **Vice Chair to execute, was approved.**

198

199

200 **ELEVENTH ORDER OF BUSINESS** **Consideration of Quotes for Pool Cleaning**
 201 **Services**

- 202
- 203 **A. Beaumont North and Townhome Clubhouse Janitorial Comparison**
- 204 **B. Clubhouse**
- 205 **I. Pool Professionals of Central Florida, Inc. [Clubhouse]**
- 206 **II. Sparkling Waters Pool & Spa Services [Clubhouse]**
- 207 **C. Townhomes**
- 208 **I. Pool Professionals of Central Florida, Inc. [Townhomes]**
- 209 **II. Sparkling Waters Pool & Spa Services [Townhomes]**
- 210 **D. Clubhouse and Townhomes**
- 211 **• ProCare Pool Service, Inc [Clubhouse and Townhomes]**

212 Mr. Arroyo presented proposals for Pool Cleaning services. The Clubhouse already has
 213 water and the Townhomes should have water soon. The recommendation was to engage
 214 Sparkling Waters Pool & Spa Services.

215

216 **On MOTION by Mr. Harvey and seconded by Mr. Simpson, with all in favor,**
 217 **awarding the Pool Cleaning Contract to Sparkling Waters Pool & Spa Services,**
 218 **authorizing District Counsel to prepare a Form of Agreement and authorizing**
 219 **the Chair and Vice Chair to execute, was approved.**

220

221

222 Mr. Arroyo stated the contracts would commence October 1, 2020.

223

224 **TWELFTH ORDER OF BUSINESS**

Consideration of Quotes for Landscape Maintenance

225

226

227 • **Floralawn [Clubhouse]**

228 Mr. Arroyo recommended approval of the Floralawn proposal for Landscape
 229 Maintenance at the Clubhouse. Discussion ensued regarding cost. Mr. Adams stated that there
 230 was sufficient funding in the budget and identified the correct line item within the 2021 budget
 231 to cover the landscaping costs.

232

233 **ON by Mr. Simpson and seconded by Mr. Harvey, with all in favor, awarding**
 234 **the Landscape Maintenance Contract for the Clubhouse to Floralawn, as an**
 235 **addendum to the existing agreement, was approved.**

236

237

238 **THIRTEENTH ORDER OF BUSINESS**

Public Hearing to Hear Public Comments and Objections to the Adoption of the Amended and Restated Rules of Procedure, Pursuant to Sections 120.54 and 190.035, Florida Statutes

239

240

241

242

243

244 **A. Affidavits/Proof of Publication**

245 The affidavits of publication were included for informational purposes.

246 **B. Consideration of Resolution 2020-10, Adopting Amended and Restated Rules of**
 247 **Procedure; Providing a Severability Clause; and Providing an Effective Date**

286 A. District Counsel: *Hopping Green & Sams, PA*

287 There being no report, the next item followed.

288 B. District Engineer: *Morris Engineering and Consulting, LLC*

289 There being no report, the next item followed.

290 C. District Manager: *Wrathell, Hunt and Associates, LLC*

291 • NEXT MEETING DATE: September 22, 2020 at 11:00 A.M.,

292 ○ QUORUM CHECK

293 The next meeting will be held on September 22, 2020 at 11:00 a.m., if it is not cancelled.

294

295 SEVENTEENTH ORDER OF BUSINESS Board Members' Comments/Requests

296

297 There being no Board Members' comments or requests, the next item followed.

298

299 EIGHTEENTH ORDER OF BUSINESS Public Comments

300

301 There were no public comments.

302

303 NINETEENTH ORDER OF BUSINESS Adjournment

304

305 There being nothing further to discuss, the meeting adjourned.

306

307 On MOTION by Mr. Simpson and seconded by Mr. Harvey, with all in favor, the
308 meeting adjourned at 11:52 a.m.

309

310

311

312

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

313
314
315
316
317
318
319
320

Secretary/Assistant Secretary

Chair/Vice Chair

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

12C

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2020/2021 MEETING SCHEDULE		
LOCATION		
<i>7764 Penrose Place, Wildwood, Florida, 34785</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 27, 2020	Regular Meeting	11:00 AM
CALL IN NUMBER: 1-888-354-0094 CONFERENCE ID: 2144145		
November 3, 2020	Landowners' Meeting	11:00 AM
January 26, 2021	Regular Meeting	11:00 AM
February 23, 2021	Regular Meeting	11:00 AM
March 23, 2021	Regular Meeting	11:00 AM
April 27, 2021	Regular Meeting	11:00 AM
May 25, 2021	Regular Meeting	11:00 AM
June 22, 2021	Regular Meeting	11:00 AM
July 27, 2021	Regular Meeting	11:00 AM
August 24, 2021	Public Hearing & Regular Meeting	11:00 AM
September 28, 2021	Regular Meeting	11:00 AM

In the event that the COVID-19 public health emergency prevents the meetings from occurring in-person, the District may conduct the meetings by telephone or video conferencing communications media technology pursuant to governmental orders, including but not limited to Executive Orders 20-52, 20-69, 20-150, 20-179 and 20-193 issued by Governor, and any extensions or supplements thereof, and pursuant to Section 120.54(5)(b)2., Florida Statutes.