

BEAUMONT

COMMUNITY DEVELOPMENT DISTRICT

February 12, 2024

BOARD OF SUPERVISORS

REGULAR

MEETING AGENDA

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

February 5, 2024

Board of Supervisors
Beaumont Community Development District

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Dear Board Members:

The Board of Supervisors of the Beaumont Community Development District will hold a Regular Meeting on February 12, 2024 at 1:30 p.m., at 7764 Penrose Place, Wildwood, Florida 34785. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments (*Agenda Items: 3 Minutes Per Speaker*)
3. Update: Developer Projects
4. Discussion/Consideration: Change of Meeting Time to 6:00 PM
5. Update: Rule Relating to Overnight Parking and Parking Enforcement
6. Update: Rule Relating to Amenity Facilities Policies
7. Continued Discussion: Single-Family Pool Temperature for Winter Months (temperature and date range)
 - Electricity Costs (November - January)
8. Continued Discussion: Evergreen On-site Manager Schedule
9. Consideration of Proposals/Estimates/Quotes
 - A. Juniper Landscaping of Florida, LLC Proposals
 - I. No. 198987 [Town Home Pool Area]
 - II. No. 233905 [Mulching]
 - III. No. 248221 [Palm Tree Trimming at Club House]
 - IV. No. 249084 [Install 1500 Winter Annuals and Add Soil to One Bed]

- V. No. 254928 [Removal and Trimming of Oak Trees]
 - B. Guardian Access Solutions Quote for Pool Access Control Upgrades
 - C. Shine On Services LLC Estimate #5149 [Concrete Cleaning]
 - D. Proposal for 5 Dog Waste Stations
10. Acceptance of Unaudited Financial Statements as of December 31, 2023
 11. Approval of January 8, 2024 Public Hearings and Regular Meeting Minutes
 12. Consideration of Appointment to Fill Unexpired Term of Seat 5; *Term Expires November 2024*
 - A. Candidates
 - I. Claire Corbett
 - II. Jennifer Marks
 - III. Ariane Williams
 - B. Administration of Oath of Office to Appointed Supervisor
 - C. Consideration of Resolution 2024-09, Appointing and Removing Officers of the District and Providing for an Effective Date
 13. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - Required Ethics Training
 - B. District Engineer: *Morris Engineering and Consulting, LLC*
 - C. Field Operations Manager: *Evergreen Lifestyles Management*
 - Action Items/Tracker
 - D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: March 11, 2024 at ___:___ AM/PM

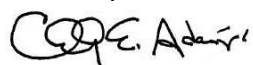
○ QUORUM CHECK

SEAT 1	CAROL MICHAELS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	JOHN CURTIS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	GARY SMITH	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	ANN JUDY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

14. Board Members' Comments/Requests
15. Public Comments (*Non-Agenda Items: 3 Minutes Per Speaker*)
16. Adjournment

Should have any questions or concerns, please do not hesitate to contact me directly at 239-464-7114.

Sincerely,



Chuck Adams
District Manager

BOARD AND STAFF ONLY: TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 229 774 8903

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

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EXHIBIT A

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT RULE RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT

In accordance with Chapter 190, Florida Statutes, and on May 9, 2022, at a duly noticed public meeting, and after a public hearing, and as amended on January 8, 2023 at a duly noticed public meeting, the Board of Supervisors of the Beaumont Community Development District (“District”) adopted the following rule to govern overnight parking and parking enforcement on certain District property.

1. **INTRODUCTION.** The District finds that parked vehicles can cause hazards and danger to the health, safety and welfare of District residents and the public. This rule is intended to provide the District with the ability to remove such vehicles and find such owners consistent with this rule and as indicated herein.

2. **PARKING RULES.**

General

- a. Owners’ vehicles shall be parked in the garage or driveway of the respective Owner’s Lot and shall not block any sidewalks.
- b. No street parking is allowed in the District on any District-owned property, including roadways owned by the District, within the community.
- c. During holidays, the District understands that many will have visitors and there are not many parking areas. The District asks residents to be respectful to your neighbors and not block driveways or areas that prevent vehicles from backing up from their driveways.
- d. Parking on the grass is strictly prohibited.
- e. Parking in the clubhouse/amenity centers shall be on a first come/first serve basis.
- f. No vehicles used in business for the purpose of transporting good, equipment and the like, shall be parked on District property, except during the period of delivery of goods or during the provision of services. No vehicles used in business for the purpose of transporting good, equipment and the like, shall be parked on District property overnight.
- g. No vehicles which cannot operate on its own power shall remain on District property for more than (12) hours.

Clubhouse

- h. Parking spaces in front of the mailboxes are 10-minute parking spaces.
- i. Amenity area parking is for amenity patrons and guests **only** and limited while enjoying the amenity area. No overnight parking is allowed, except for in certain designated spots as permitted by the District’s amenity manager.

- j. Golf cart parking spaces are for golf cart use only.

Townhomes

- k. Parking spaces in front of the mailboxes are 10-minute parking spaces.
- l. Spaces across from the pool area are for amenity patrons and guests **only** and limited while enjoying the amenity area. Townhome vehicles may utilize these parking spaces when amenity area is closed as overflow parking. Vehicles are not allowed to utilize these spaces for a period exceeding twelve (12) hours.
- m. The additional overflow parking spaces in the Townhome area is for its patrons and guests only and for periods not exceeding twelve (12) hours.

3. TOWING/REMOVAL PROCEDURES.

- a. **SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of these rules, and the parking prohibitions stated herein, shall be approved by the District’s Board of Supervisors and shall be posted on District property in the manner set forth in section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with section 715.07, *Florida Statutes*.
 - b. **TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a vehicle, the District Manager or his/her designee must verify that the subject vehicle was not authorized to park under this rule. Upon such verification, the District Manager or his/her designee may contact a firm authorized by Florida law to tow/remove vehicles for the removal of such unauthorized vehicle at the owner’s expense. The vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in section 715.07, *Florida Statutes*.
 - c. **AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District’s Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles in accordance with Florida law and with the rules set forth herein.
- 4. OTHER DISTRICT PENALTIES.** If any person is found to have violated any of the provisions of this rule, and pursuant to Sections 120.69(2) and (7), Florida Statutes and other applicable law, the District shall have the right to impose a fine of up to the amount of \$1,000 and collect such fine and attorney’s fees as a contractual lien or as otherwise provided by Florida law.
- 5. PARKING AT YOUR OWN RISK.** Vehicles may be parked on District property pursuant to this rule, provided however that the District assumes no liability for any theft, vandalism and/ or damage that might occur to personal property and/or to such vehicles.

Effective date: May 9, 2022, as amended on January 8, 2023

BEAUMONT

COMMUNITY DEVELOPMENT DISTRICT

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AMENITIES MANAGEMENT AGREEMENT

This Amenities Management Agreement ("**Agreement**") is made and entered into to be effective the 1st day of May, 2020, by and among,

Beaumont Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida, and whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

Evergreen Lifestyles Management, LLC, a Florida limited liability company, whose address is 2100 S. Hiawassee Road, Orlando, Florida 32835 ("**Amenity Manager**"); and

Is acknowledged and agreed to by **Beaumont Homeowners Association, Inc.**, with an address of 2100 S. Hiawassee Road, Orlando, Florida 32835 ("**BHA**"); and

Is further acknowledged and agreed to by **Beaumont Townhome Owners Association, Inc.**, with an address of 2100 S. Hiawassee Road, Orlando, Florida 32835 ("**BTOA**," and together with the BHA, the "**HOAs**," and both together with the District and Amenity Manager, the "**Parties**").

RECITALS

WHEREAS, the District is a special purpose unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

WHEREAS, the District owns certain Amenities (as defined in Section 2 below) located within the District and serving the community of Beaumont, including but not limited to an amenity for the single-family homes and an amenity for the townhome owners; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to operate and maintain the Amenities; and

WHEREAS, the Amenity Manager provides such Services (as defined in Section 2 below) and now desires to contract with the District in accordance with the terms and specifications in this Agreement; and

WHEREAS, it is intended that the Amenities be operated and maintained for an exclusively public purpose and that any monies generated from the operation of the Amenities be used to defray the public expense associated with operating and maintaining the Amenities; and

WHEREAS, the HOAs also serves the community of Beaumont and desire that the Operations Manager retained by the Amenity Manager to provide on-site Services hereunder for the District, also provide HOA Services (as defined in Section 2 below); and

WHEREAS, due to the efficiencies of having a single individual provide both the Services and HOA Services, the District is agreeable to splitting the time of an Operations Manager (as defined in Section 2 below) between these two roles; and

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

I. RECITALS & DEFINITIONS

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

2. **Definitions.** The following definitions apply to this Agreement:

- a. **"Amenities"** – shall mean the District's single-family residential clubhouse, and townhome clubhouse, along with their appurtenant improvements (e.g., swimming pool(s), athletic courts, playgrounds, etc.).
- b. **"O&M Budget"** – shall mean the annual operations and maintenance budget adopted by the District's Board of Supervisors ("**Board**") for each Fiscal Year (as herein defined) and as may be amended from time to time.
- c. **"Fiscal Year"** – shall mean the District's fiscal year beginning October 1 and ending September 30.
- d. **"Operations Expenses"** – shall mean all costs of operating the Amenities, including, but not be limited to, the following: courier expenses (such as Federal Express, UPS), telephone, utilities, retail product expense, operating supplies, computer and software expenses, and other related expenses as outlined in the O&M Budget.
- e. **"Program Expenses"** – shall mean the expenses associated with providing the various activities, events and programs for patrons, as outlined in the O&M Budget.
- f. **"Services"** – shall mean those services described in **Attachment A-1** relating to the management, operation, and maintenance of the Amenities for the benefit of the District, which **Attachment A-1** is attached hereto and incorporated herein by this reference.
- g. **"HOA Services"** – shall mean those services outlined in **Attachment A-2** and for the benefit of the HOAs.
- h. **"Operations Manager"** – shall refer to the individual employed by the Amenity Manager to oversee the provision of the Services and HOA Services.

II. SCOPE OF SERVICES

3. The Amenity Manager shall perform the Services on the terms and conditions set forth herein. The Amenity Manager and HOAs shall separately contract for the provision of the HOA Services, provided however that the Amenity Manager's Operations Manager shall not spend more than approximately 20% of his or her time involved in providing HOA Services. The District shall not be responsible in any way for provision or oversight of the HOA Services. Moreover, the Amenity Manager shall ensure that the Operations Manager documents any time spent on the HOA Services (which documentation shall be made available to the District upon request) in such a manner so as to allow the District to verify that the requirements of this Section have been met.

III. TERM & RENEWAL

4. The term of this Agreement shall be from the date set forth above through September 30, 2020. Unless terminated pursuant to its terms, this Agreement shall automatically renew without amendment each subsequent Fiscal Year.

IV. COMPENSATION & REIMBURSEMENT

5. The District shall pay the Amenity Manager for the Services as provided in **Attachments A-1 and B**, which are attached hereto and incorporated herein by this reference. As noted herein, the HOAs shall separately contract with the Amenity Manager for the cost of the HOA Services described in **Attachment A-2**. All operating costs shall be paid by either the HOAs or the District, depending on the nature of the cost and whether the item relates to a Service or an HOA Service. As applicable, all payments shall be made in accordance with Florida's Prompt Payment Act, Sections 218.70 through 218.80 of the *Florida Statutes*.

V. REVENUE & TAX EXEMPT STATUS

6. **Revenue for a Public Purpose.** The Parties agree that the Amenities shall be operated and maintained for an exclusively public purpose, and that any monies generated from the operation of the Amenities shall be remitted to the District and used to defray the public expense associated with operating and maintaining the Amenities consistent with the terms of this Agreement.

7. **Collection of Revenue.** In the course of providing the Services, and subject to the other provisions of this section, the Amenity Manager shall maintain an accurate record of all revenues received from the operation of the Amenities and shall remit to the District the revenues, and an accounting for the same, for a given month no later than 15 days after the end of that month. The Amenity Manager shall not have charge of the revenues other than to collect the revenues and remit them to the District under this Agreement. The Amenity Manager shall carry employment theft dishonesty insurance in the amounts set forth in this Agreement to secure the performance by the Amenity Manager of its powers and duties under this Agreement relating to the collection of the revenues and handling of petty cash direct purchases under this Agreement.

The Amenity Manager shall ensure that all amenity fees charged to patrons are consistent with the rates set forth in the District's rules and policies, as may be amended from time to time. Further, the Amenity Manager may: (1) directly collect such amenity fees, (2) use a third party provider to assist with electronic collection of such amenity fees (e.g., PayPal), or (3) with prior written notice to and consent of the Amenity Manager, allow subcontractors providing programming services to collect such amenity fees for specific programs. In any case, the Amenity Manager shall remain responsible for the collection of all amenity revenues, shall maintain an accurate record of all such amenity revenues, and shall remit all amenity revenues to the District (with the one exception that, with prior written notice to and consent of Wrathell Hunt & Associates, Inc. ("**District Manager**"), and subject to the terms of an applicable subcontractor agreement, a subcontractor providing programming services may collect and keep amenity revenues as compensation for the subcontractor's services).

8. **Tax-Exempt Status.** The District agrees to pay any applicable ad valorem taxes, unless the Amenities are subject to ad valorem taxation as a result of the Amenity Manager's failure to abide by

the terms of this Agreement or the District's rules or policies, in which case the Amenity Manager shall be responsible for the payment of ad valorem taxes.

VI. BUDGET PREPARATION

9. Within 30 days of execution of this Agreement for the current Fiscal Year of this Agreement, and prior to April 15th for each subsequent Fiscal Year, the Amenity Manager shall prepare an annual operating budget estimating the revenues and expenses, including all expenses described in **Attachment B**, for all Services under this Agreement for the upcoming Fiscal Year. Such annual operating budget, if approved by the Board, shall be incorporated into the O&M Budget. At the request of the District, the Amenity Manager shall update its initial estimated annual operating budget in anticipation of the District's final annual budget meeting, which typically occurs in July, August, or September of each Fiscal Year.

VII. PROCUREMENT PROCEDURES

10. **Purchases by the District.** The District will be responsible for all Operations Expenses and Program Expenses and, except as provided in Paragraph 11, shall directly pay vendors for such Operations Expenses and Program Expenses. The following conditions apply to the purchase of supplies and inventory for the Amenities:

- a. **Amenity Manager Initiated Purchasers.** If the Amenity Manager desires that a purchase be made by the District for Operations Expenses or Program Expenses, the Amenity Manager shall furnish a request ("**Payment Request**") to the District Manager detailing the proposed supplier, the nature of the supplies or inventory, and the costs thereof. Such request may be made by e-mail to the District Manager.
- b. **Purchase Order Issuance.** Upon receipt of a Payment Request, the District shall review the Payment Request, and, if approved by the District, issue a District purchase order directly to the supplier, with delivery to be made to the District.
- c. **Sales Tax Exemption.** The purchase order issued by the District shall include the District's consumer certificate of exemption number issued for Florida sales and use tax purposes.
- d. **Inspection and Bailment.** The Amenity Manager shall inspect, accept delivery of and store the materials pending the use of the supplies and/or sale of the inventory. The Amenity Manager's possession of the supplies and inventory will constitute a bailment. The Amenity Manager, as bailee, shall have the duty to safeguard, store, and protect the supplies and inventory while in the Amenity Manager's possession.
- e. **Invoice Processing.** After verifying that delivery is in accordance with the purchase order, the Amenity Manager shall submit a list indicating acceptance of goods from the supplier and concurrence with the District's issuance of payment to the supplier. The District will process the invoices and issue payment directly to the supplier.
- f. **Insurance.** The District shall purchase and maintain any necessary risk insurance sufficient to cover the supplies and inventory purchased directly by the District.

11. **Petty Cash.** For small or emergency purchases, the Amenity Manager shall have the authority to make payment directly to vendors for Operations Expenses and Program Expenses using a petty cash account (“**Petty Cash Account**”) and/or, at the District’s discretion, credit card (“**Petty Cash Credit Card**”), as described in this paragraph, provided, however, that any such purchase shall not exceed the budgeted amount for the applicable line item set forth in the O&M Budget. The District shall maintain a Petty Cash Account that shall hold monies not to exceed one thousand dollars (\$1,000.00) at any given time and that shall be established in such a manner to allow the Amenity Manager, on behalf of the District, to write checks from the petty cash account. Alternatively, in its discretion, the District may provide to the Amenity Manager a District Petty Cash Credit Card with a one-thousand-dollar limit. The Operations Manager, on behalf of the Amenity Manager, shall be the only individual authorized to write checks from the Petty Cash Account or use the Petty Cash Credit Card and shall execute and abide by the District’s Agreement Regarding Revenue Collection and Petty Cash, the form of which is attached hereto as **Attachment C** and incorporated herein by this reference. To the extent feasible, the Amenity Manager shall take all necessary steps consistent with Paragraph 10 above to ensure that any petty cash purchases are made on a tax-exempt basis. The District shall not replenish any funds in the Petty Cash Account, or authorize payment of the Petty Cash Credit Card bill, until provided with a full accounting, including copies of any receipts, for any monies spent. Any purchases pursuant to this paragraph that would require spending in excess of the applicable line item amounts set forth in the O&M Budget, shall require prior approval from the Board. The Amenity Manager shall be responsible for any purchases made that are not supported by appropriate receipts or that are not approved as part of the O&M Budget or by the Board.

VIII. SPECIAL TERMS AND CONDITIONS

12. **Permits, Licenses, and Other Approvals.** Unless the District expressly directs otherwise in writing, the Amenity Manager, at the District’s expense, shall timely apply for, obtain, and maintain all applicable permits, licenses, certifications, consents, and other approvals for operation and management of the Amenities and from all governmental agencies which have jurisdiction over the operation and management of the Amenities. The Amenity Manager, by applying for such permits, licenses, certifications, consents, and other approvals, does not in any way guarantee the approval of such applications. In the event an applicable permit, license, certification, consent, or other approval is not obtained for a particular service, or a permit, license, certificate, consent, or other approval necessary for a particular service is rescinded or revoked, the Amenity Manager shall immediately notify the District and shall not provide, and shall immediately abate the provision of, that service.

13. **Alcohol Sales.** With the District’s prior written approval, catered functions for patrons may be held where alcohol is provided. The Amenity Manager shall not be responsible for the provision of alcohol in connection with such events, but instead shall assist the District in contracting with caterers who have the necessary licenses and appropriate insurance. In doing so, the Amenity Manager shall adhere to all federal and state laws regulating the sale and service of alcoholic beverages, and shall maintain and verify the receipt of any required licenses or other approvals necessary for the sale and service of alcoholic beverages, and shall otherwise comply with all of the requirements of this Agreement. Further, the Amenity Manager shall ensure that caterers are aware of the following requirements:

- a. At all functions where alcohol is served, there will be no less than one (1) bartender for every seventy-five (75) people for hosted bars and one (1) bartender for every one hundred (100) people for cash bars, and there will be no bartender or server fees, except to the extent that such fees are based on an hourly rate and in no way tied to the number of drinks served;

- b. Bartenders/Servers are not to serve any individuals that are under twenty-one (21) years of age;
- c. Bartenders/Servers are not to serve any individuals that appear intoxicated; and
- d. All bartenders and wait staff, and all event staff at special events, must receive alcohol-awareness training.

The Amenity Manager shall develop and implement an official board approved policy for safe alcohol consumption and guidelines for handling intoxicated guests.

14. Children’s Activities. With the District’s prior approval, the Amenity Manager may provide children’s activities such as recreational day camps, story time, and arts and crafts activities, subject to the following:

- a. Unless prohibited by law, the Amenity Manager shall conduct a background check for all potential applicants for staff positions hired to assist with children’s recreational programs or activities involving minor children.
- b. At least one Amenity Manager employee assisting with a children’s program or activity shall be certified in cardiopulmonary resuscitation by the American Red Cross or other program satisfactory to the District.
- c. The Amenity Manager shall adhere to all federal and state laws regulating the operation and management of any recreational day camps, or other programs or activities for children; shall maintain any required licenses or other approvals necessary for such programs or activities; and shall otherwise comply with all of the requirements of this Agreement. To the extent the District is also required to obtain a license or approval, the Amenity Manager shall notify the District of such requirement and assist the District in obtaining any required license or approval.

15. Insurance. The Amenity Manager shall maintain the following insurance:

- a. Workers Compensation - statutory limits
- b. Employer’s Liability - \$500,000
- c. General liability insurance with the following limits:

\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations
\$1,000,000	Personal & Advertising Injury
\$1,000,000	Each Occurrence
- d. Employment theft dishonesty insurance in the amount of at least \$150,000
- e. Abuse and molestation insurance in the amount of at least \$1,000,000 (which may be provided as part of the General Liability insurance)
- f. Comprehensive automobile liability insurance for all vehicles used by the Amenity Manager with respect to the operation of the Amenities, whether non-owned or hired, with a combined single limit of \$1,000,000
- g. Professional liability insurance with limits of no less than \$1,000,000
- h. Employment practices liability insurance with limits of no less than \$1,000,000
- i. Excess (Umbrella) liability policy in excess of the limits set forth in the provisions above, in the amount of \$1,000,000

Insurance obtained by Amenity Manager shall be primary and noncontributory with respect to insurance outlined above. All such policies shall be issued by insurance companies licensed to do business in the state of Florida. With the exception of Workers Compensation and Professional Liability Insurance, all such insurance shall be on an occurrence basis, and the District, and the Board Supervisors, staff, employees, representatives, and assigns, as well as the HOAs, and the HOAs' Directors, staff, employees, representatives, and assigns, shall be listed as additional insureds on all such policies. No policy may be canceled during the term of this Agreement without at least thirty (30) days written notice to the District and HOAs. An insurance certificate evidencing compliance with this paragraph shall be sent to the District and HOAs prior to the commencement of any performance under this Agreement. The monetary limits and types of coverages set forth herein shall not be construed as a limit of the Amenity Manager's liability.

16. Indemnification.

- a. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- b. Amenity Manager will indemnify, save and hold the District, and its supervisors, managers, lawyers, Amenity Managers, staff, employees, representatives and assigns ("**District Indemnitees**") and the HOAs, and their officers, directors, managers, lawyers, Amenity Managers, staff, employees, representatives, and assigns ("**HOA Indemnitees**") harmless, and shall defend the District Indemnitees and HOA Indemnitees, from all loss, damage or injury, including all judgments, liens, liabilities, debts, penalties, fines, obligations or harm of any kind resulting in whole or in part from the negligent or willful acts or omissions of Amenity Manager's officers, directors, agents, subcontractors, assigns or employees.
- c. To the extent permitted by law, but without waiving any sovereign immunity protections, the District will indemnify, save and hold the Amenity Manager, and its officers, directors, managers, lawyers, Amenity Managers, staff, employees, representatives and assigns ("**Amenity Manager Indemnitees**") and HOA Indemnitees harmless, and shall defend the Amenity Manager Indemnitees and HOA Indemnitees, from all loss, damage or injury, including all judgments, liens, liabilities, debts, penalties, fines, obligations or harm of any kind resulting in whole or in part from the negligent or willful acts or omissions of District's supervisors, staff, agents, or employees.
- d. The HOA will indemnify, save and hold the District Indemnitees and Amenity Manager Indemnitees harmless, and shall defend the District Indemnitees and Amenity Manager Indemnitees, from all loss, damage or injury, including all judgments, liens, liabilities, debts, penalties, fines, obligations or harm of any kind resulting in whole or in part from the negligent or willful acts or omissions of HOA's officers, directors, agents, subcontractors, assigns or employees.
- e. Nothing in this Agreement shall serve as or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.
- f. For purposes of this section, "acts or omissions" on the part of the Amenity Manager's officers, directors, agents, assigns or employees includes, but is not limited to, the operation and management of the Amenities in a manner that

would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management of the Amenities, unless such permit, license, certification, consent, or other approval is first obtained or the District's Board has expressly directed the Amenity Manager in writing not to obtain such permit license, certification, consent, or other approval.

- g. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all rights, remedies and recourse to which the parties shall be entitled, whether pursuant to some other provision of this Agreement, at law, or in equity. The provisions of this section shall survive the termination or expiration of this Agreement.

17. **Non-Solicitation.** The District agrees that during the term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement, whether on account of default, permitted election to terminate or otherwise, the District will not solicit for hire any "**Protected Person.**" A Protected Person shall mean an individual employed by the Amenity Manager or assigned to providing the Services to the District, including without limitation, the Amenity Manager and associated staff, corporate representatives of the Amenity Manager, and other Amenity Manager employees who supervise the operation of the District and any company, partnership, corporation or other entity formed, managed, operated, owned (in whole or in part) or controlled by such individual.

IX. TERMINATION OR DEFAULT OF THE AGREEMENT

18. **Termination at Will.** Any party may terminate this Agreement with cause immediately upon written notice, or without cause upon thirty (30) days prior written notice. The Amenity Manager will continue to receive compensation for services performed through the date of termination, consistent with the terms of this Agreement, but subject to any setoffs to which the terminating party may be entitled, as its sole means of recovery hereunder. The Amenity Manager shall not be entitled to any other damages of any kind, including but not limited to consequential damages or lost profits. The HOAs shall not be entitled to any damages of any kind as a result of the breach or termination of this Agreement by the District.

19. **Transition.** Upon termination of this Agreement, the Amenity Manager shall, as soon as practicable, but in no event later than the effective date of termination or such other date as may be set forth below:

- a. deliver to the District all materials, equipment, tools and supplies, keys, contracts and documents relating to the Amenities, and such other accountings, papers, and records as the District shall request and are in the Amenity Manager's possession or under the Amenity Manager's reasonable direct control pertaining to the Amenities;
- b. vacate any portion of the Amenities then accessed by the Amenity Manager as a consequence of this Agreement; and
- c. furnish all such information and take all such action as the District shall reasonably require in order to effect an orderly and systematic ending of the Amenity Manager's duties and activities hereunder. Within ten (10) days after the effective date of any such termination, the Amenity Manager shall deliver to

the District any written reports required hereunder for any period not covered by prior reports at the time of termination.

20. **Default.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance.

21. **Interference by Third Party.** Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

22. **Remedies Cumulative.** The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting party by law.

X. GENERAL TERMS AND CONDITIONS

23. **Care of the Property.** This Agreement grants to the Amenity Manager access to the Amenities for the purposes described in this Agreement. The Amenity Manager shall (a) use all due care to protect the property of the District from damage; (b) promptly repair any damage or harm resulting from the Amenity Manager's activities and work; and (c) promptly provide a full written report as to all accidents or claims for damage occurring to the Amenities, including any damage or destruction of the property, and shall cooperate and make any and all reports required by any insurance company or the District in connection therewith.

24. **Public Records.** The Amenity Manager agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Amenity Manager agrees to comply with all applicable provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, to the extent applicable, the terms of which are incorporated herein. Among other requirements, Amenity Manager must:

- a. Keep and maintain public records required by the District to perform the service.
- b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Amenity Manager does not transfer the records to the District.
- d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Amenity Manager or keep and maintain public records required by the District to perform the service. If the Amenity Manager transfers all public records to the District upon completion of this Agreement, the Amenity Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Amenity Manager keeps and maintains public records upon completion of the Agreement, the Amenity Manager shall meet all applicable requirements for retaining

public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE AMENITY MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AMENITY MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

**WRATHELL, HUNT AND ASSOCIATES, LLC. 2300 GLADES ROAD #410W
BOCA RATON, FL 33431 TELEPHONE: (877) 276-0889
EMAIL: WRATHELLC@WHHASSOCIATES.COM**

25. **Ownership of Books and Records.** The parties agree and acknowledge that any and all agreements, notes, or other documents relating to the management of the Amenities are the property of the District. Amenity Manager shall promptly upon request furnish District with all documents and records relating to the management of the Amenities.

26. **Audits.** In connection with the annual audit of the District's financial affairs, the Amenity Manager shall cooperate in good faith to provide access to all books and records of the Amenity Manager relating to the provision of the Services and necessary to the audit for review by the District's internal or independent auditors. In addition, thereto, the Amenity Manager shall provide access to such books and records to a District representative at any time, and such records shall be made available to the District's offices in Florida.

27. **Sovereign Immunity.** Nothing herein shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

28. **Compliance with Laws.** Amenity Manager shall perform its duties and obligations in a diligent, careful and professional manner and shall take all action to comply in all material respects with applicable laws, ordinances, rules, regulations, permits, licenses, certifications, consents, approvals, and requirements of all federal, state and municipal governments, courts, departments, commissions, boards and offices, or any other body exercising functions similar to those of any of the foregoing which may be applicable to the Amenities. Without limiting the generality of the foregoing, Amenity Manager shall not operate and manage the Amenities in a manner that would require a permit, license, certification, consent, or other approval from any governmental agency which has jurisdiction over the operation and management of the Amenities, unless such permit, license, certification, consent, or other approval is first obtained or the Board has expressly instructed the Amenity Manager to do so in writing. Unless the District has expressly instructed the Amenity Manager otherwise, the Amenity Manager shall promptly notify the District in writing of any and all orders or requirements affecting the Amenities placed thereon by any governmental authority having jurisdiction within twenty four (24) hours of obtaining actual notice thereof, and shall take such action as necessary to comply promptly with any and all such orders or regulations. The Amenity Manager shall also prepare for execution and filing by the Board any forms or reports which may be required by law in connection with the ownership, maintenance and operation of the Amenities.

29. **Adherence to District Rules and Policies.** The Amenity Manager and its personnel shall be familiar with, and comply with, all District rules and policies, and further shall ensure that all persons using the Amenities are informed with respect to the rules and policies and ensure that said persons conform therewith. The Amenity Manager has the authority to have patrons, guests, and others who are failing to comply with District rules and policies removed from the Amenities only to the extent such authorization is set forth in the District's rules and policies and only to the extent the Amenity Manager acts in a manner consistent with the District's rules and policies. Such incidents shall be reported promptly to the District.

30. **Independent Contractor.** In all matters relating to this Agreement, the Amenity Manager shall be acting as an independent contractor. Neither the Amenity Manager nor any individual employed or used by the Amenity Manager in connection with the provision of the Services are employees of the District under the meaning or application of any federal or state laws. The Amenity Manager agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to its employees in the performance of this Agreement. The Amenity Manager shall not have any authority to assume or create any obligation, express or implied, on behalf of the District, and the Amenity Manager shall have no authority to represent as agent, employee, or in any other capacity, the District unless otherwise set forth differently in this Agreement.

31. **No Joint Venture.** The Amenity Manager shall not be deemed to be a partner, or joint venturer, with the District.

32. **Employment Verification.** The Amenity Manager agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, as may be amended, of all persons it employs in the performance of this Agreement.

33. **Controlling Law and Venue.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue shall be in Charlotte County, Florida.

34. **Attorney's Fees and Costs.** In the event that either of the parties is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs.

35. **Entire Agreement.** This instrument, together with the documents that are required to be created under this instrument, shall constitute the final and complete expression of this Agreement among the parties relating to the subject matter of this Agreement.

36. **Arm's Length Negotiation.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen, and selected the language and any doubtful language will not be interpreted nor construed against any party.

37. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by all parties.

38. **Assignment.** No party may assign this Agreement or any monies to become due under this Agreement without the prior written approval of the other party. Any attempted assignment without first obtaining the other party's written consent shall be void.

39. **Subcontractors.** The District understands that the Amenity Manager may subcontract with subcontractors from time to time and in connection with provision of the Services hereunder. Notwithstanding anything to the contrary herein, the Amenity Manager shall be responsible for all acts or omissions of any subcontractor retained by the Amenity Manager pursuant to the terms of the Agreement, to the same extent as the Amenity Manager is responsible for its own acts or omissions. In the event that the Amenity Manager desires to subcontract for community programming activities, the Amenity Manager shall ensure that a contract, in the form attached hereto as **Attachment D**, is executed and in force between the Amenity Manager and any subcontractor. Further, the District reserves the right to require the Amenity Manager to replace any subcontractor for cause, provided however that the District first provides the Amenity Manager with a reasonable opportunity to cure (not to exceed 30 days).

40. **Successors.** Except as otherwise provided herein, all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors, and assigns.

41. **Third Party Beneficiaries.** This Agreement is solely for the benefit of the parties and no right or any cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended nor shall be construed to confer upon any person or legal entity other than the parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.

42. **Authorization.** The execution of this Agreement has been duly authorized by the appropriate body or official of each of the parties, each of the parties has complied with all the requirements of law, and each of the parties has full power and authority to comply with the terms and provisions of this Agreement.

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

44. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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


XI. NOTICES

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


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IN WITNESS WHEREOF, the parties execute this Agreement to be effective as of the date first written above.

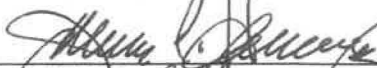
BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

By: 
Print: JAMES P. HARKLEY
Its: CHAIRMAN


EVERGREEN LIFESTYLES MANAGEMENT, LLC

By: 
Print: Kraig Carmickle
Its: CEO

BEAUMONT HOMEOWNERS' ASSOCIATION, INC.

By: 
Print: JAMES P. HARKLEY
Its: PRESIDENT

BEAUMONT TOWNHOME OWNERS' ASSOCIATION, INC.

By: 
Print: JAMES P. HARKLEY
Its: PRESIDENT

- Attachment A-1: Scope of Services – CDD
- Attachment A-2: Scope of Services - HOAs
- Attachment B: Compensation & Reimbursement
- Attachment C: Agreement Regarding Revenue Collection & Petty Cash
- Attachment D: Subcontractor Form for Program Providers

ATTACHMENT A-1 – SCOPE OF SERVICES

The Amenity Manager shall perform all normal duties associated with managing and maintaining community amenities in order to ensure the smooth operation of the Amenities and to help promote the safe enjoyment of the District's Amenities. In particular, the Amenity Manager shall provide an on-site Field/Amenity Operation Manager ("**Operations Manager**") who will provide the following duties, and for 20 hours per week:

- Weekly inspection of single family & multifamily amenity centers
- Oversee contracted services for the District's facilities, including, e.g., pool cleaning services, fitness equipment maintenance contractor, landscape contractor, lake contractor, etc.
- Weekly Landscape and Irrigation Inspections
- Bi-weekly Landscape Walk Through with Landscape & Irrigation Maintenance Supervisor
- Weekly Fountain Inspections
- Monthly Meetings with Fountain Maintenance Vendor
- Weekly Fountain & Entrance Lighting Checks
- Monthly Street & Street Sign Inspections
- Monthly Reporting of District Needs Related to Landscaping, Lighting, Fountain, and Monument Repairs
- Manager will review and sign off on CDD operational invoices
- Recommend and implement (where applicable) on an ongoing basis, capital equipment replacements, additions and operational improvements
- Recommend, and prepare if requested, up-to-date rules and policies for the Amenities, and make suggestions for new or revised rules for the Amenities when appropriate
- Maintain an inventory of, and order and stock when necessary, supplies and equipment for the operation of the Amenities
- Assist the District in developing its annual operations & maintenance budget
- Plan monthly Lifestyle Events approved by the CDD
- Attendance at Monthly CDD meetings
- Attendance at all Developer (When Attendance is Requested)
- Facilitating and Assisting in Requests for Proposals for Maintenance Related Projects
- Responding & Addressing all Homeowner & Client Requests, Concerns & Questions via our 24-7 Customer Care Team
- Documenting, Reporting, & Working with Local Law Enforcement and First Responders on all Accidents and/or Vandalism to Occur on CDD Properly
- Develop and implement, in consultation with, and to the satisfaction of, the District, an emergency action plan setting forth a policy for the Amenities designed to protect staff and authorized patrons from serious injury, property loss, or loss of life, in the event of an actual or potential major disaster
- In the event of forecasted inclement weather, secure outdoor furniture to help prevent loss of damage

Swim Amenities – The District's swimming pools and related aquatic facilities (together, "**Swim**

Amenities") are "swim at your own risk," unattended facilities. That said, the Amenity Manager shall ensure that the District's operation and maintenance of the Swim Amenities are in compliance with all requirements of applicable law, including but not limited to Florida's Public Pool Code, Chapter 64E of the Florida Administrative Code, as well as any County-approved safety plan(s).

ATTACHMENT A-2 – HOA SCOPE OF SERVICES

In addition to providing certain of the Services outlined in **Attachment A-1**, the District acknowledges that the Operations Manager will also serve as the manager for the HOAs and shall provide certain services for the HOAs, including but not limited to:

- Violation inspections and the issuance of subsequent violation notices to residents.
- Oversee the ARC process, gathering the proper information from the residents and putting together the ARC applications for the committee's review.
- Preparation of Annual HOA Budgets.
- Conduct the HOA Annual and Budget Meetings.

The Amenity Manager represents that no more than 20% of the Operations Manager's time (i.e., no more than 16 hours of the 80 hours per month in which the Operations Manager will be on-site) will be spent on HOA Services.

ATTACHMENT B – COMPENSATION

For the services described in the Amenities Management Agreement, the Amenity Manager shall receive compensation as set forth below:

I. INVOICE

The Amenity Manager shall invoice monthly for its Services, and the District shall pay such invoices within thirty days of receipt and in a manner consistent with Florida's Prompt Payment Act, Sections 218.70 through 218.80 of the *Florida Statutes*.

II. STAFFING AND FEES

Staffing and Fees. The District shall pay the Amenity Manager \$1,200.00 per month, which represents the amount for the Operations Manager. Note that the Operations Manager will actually be on-site 80 hours per month, but 16 hours of his/her time will be spent on HOA Services, for which the HOA will separately compensate the Amenity Manager in the amount of \$750 per month (pursuant to a separate agreement between the HOAs and Amenity Manager).

Pre-approval required. The District shall pre-approve the Amenity Manager's use of any staff or other individuals employed by the Amenity Manager for the purpose of providing services under this Agreement.

Independent Contractor. Consistent with the terms of the Agreement, the Operations Manager, and any other staff retained by the Amenity Manager to provide services at the Amenities in accordance with this Agreement, shall be the employees of the Amenity Manager, and, the Amenity Manager, and its employees, shall be deemed independent contractors of the District.

III. AFTER-HOURS EMERGENCY SERVICES

The Amenity Manager reserves the right to charge a fee for after-hours emergency services, on an hourly fee basis. Such fee shall be according to the following schedule: \$30 per hour with a two-hour minimum for after-hours calls, and \$45 per hour with a two-hour minimum for after-hours calls on holidays.

ATTACHMENT C

AGREEMENT REGARDING REVENUE COLLECTION & PETTY CASH

As the Operations Manager for the Beaumont Community Development District (“**District**”), and pursuant to the Amenities Management Agreement (“**Agreement**”) between the District and Evergreen Lifestyles Management, LLC (“**Amenity Manager**”) dated May 1, 2020, I, _____, understand that I am authorized to collect amenities revenue on behalf of the District, and to use the Petty Cash Account and/or Petty Cash Credit Card, as defined in the Agreement, to make purchases as set forth in the Agreement. In this respect, I will adhere to the following:

- **Compliance with Agreement, Rules & Policies.** I agree to abide by all of the terms of the Agreement, and the District’s rules and policies, all as may be amended from time to time. I further agree to abide by the policies of the bank where the Petty Cash Account is held and/or from which the Petty Cash Credit Card is issued. I understand all such terms, rules, and policies.
- **Collection of Revenues.** I understand that I may collect checks and/or cash for amenities revenues on behalf of the District and in the course of my duties as Operations Manager. I agree to keep an accounting of all such checks and/or cash and to promptly remit such monies to the Amenity Manager. I shall not deposit any such monies in the Petty Cash Account.
- **Authorized Expenditures Only.** I agree to use the Petty Cash Credit Card and/or Petty Cash Account for approved District expenditures only, as set forth in the Agreement, and not personal or HOA expenses. I further agree not to use the Petty Cash Credit Card to obtain cash advances of any kind, whether from banks, credit unions, automatic tellers, or other means. I understand that, in all cases of misuse, the District reserves the right to recover any monies and other damages from me.
- **Security.** I agree to maintain the security of any checks and/or cash received by me on behalf of the District. I further agree to maintain the security of the Petty Cash Account and/or Petty Cash Credit Card at all times in order to prevent the account and/or credit card from being used for fraudulent or corrupt purposes, and to account for all expenditures with appropriate receipts.
- **Accounting.**
 - I understand that the Petty Cash Account and/or Petty Cash Credit Card will be funded only up to One Thousand Dollars at any given time, and that, for the account to be replenished, I must submit appropriate receipts to the District pursuant to the terms of the Agreement.
 - I understand that unaccounted for monies received by me, or unaccounted for or unapproved expenditures, are my responsibility, and that I may be liable for them at the discretion of the District.
 - In the event of lost monies, lost receipts, or loss of the Petty Cash Credit Card, I will notify the District immediately.
 - I agree that any cash shortage will be my responsibility and I will pay back that amount immediately.
- **Termination of Employment.** Upon termination of my position as Operations Manager, I agree to submit all cash and receipts, and the Petty Cash Credit Card, within 24 hours of my last day of work.

Operations Manager Signature: _____ Date: _____

ATTACHMENT D

SUBCONTRACT AGREEMENT FOR PROGRAM SERVICES

THIS AGREEMENT is made and entered into as of this _____ day of _____, 20___, by and between:

Evergreen Lifestyles Management, LLC, a Florida limited liability company, whose address is 10401 Deerwood Park Boulevard, Suite 2130, Jacksonville, Florida 32256 ("**Amenity Manager**"); and

_____, a _____, whose address is _____ ("**Contractor**").

RECITALS

WHEREAS, under contract with the Beaumont Community Development District ("**District**"), the Amenity Manager operates a community amenity center for the benefit of the community and the public; and

WHEREAS, the Amenity Manager desires to enter into a subcontract agreement with Contractor whereby Contractor will provide the following lessons, activities or programs ("**Services**"); _____; and

WHEREAS, Contractor represents that Contractor is qualified to provide the Services and desires to enter into an agreement with the Amenity Manager to do so in accordance with the terms and specifications in this Agreement.

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

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

2. **Duties.** The scope of Services, and schedule for the Services, are as set forth in **Exhibit A**. Contractor shall:

- a. Coordinate Services directly with Amenity Manager's representative, or his or her designee;
- b. Ensure that only District Patrons and Guests, within the meaning of the District rules and policies, as amended from time to time, participate in the lessons, activities or programs offered as part of the Services;
- c. Shall abide by the District rules and policies, as amended from time to time, and shall notify the Amenity Manager in the event that any Patron, Guest or other person fails to abide by the District rules and policies;

- d. Maintain the area where the area where the Services are provided during Contractor's use of the amenities, including, but not limited to, ensuring cleanliness and debris-free condition;
- e. Be solely responsible for the means, manner, and methods by which its duties, obligations, and responsibilities are performed; and
- f. Maintain all necessary licenses, permits and other authority to provide such Services.

The Contractor agrees that it has obtained, read and understood the District's rules and policies, as amended from time to time. Among other provisions, the Contractor recognizes that all persons participating in lessons, activities or programs offered by the Contractor must be District residents, individuals who have paid the District's annual user fees, or guests of the foregoing.

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

4. **Use of Amenities.** Contractor understands and agrees that, at the Amenity Manager's option, the Contractor may not have exclusive use of the amenity area where the lesson, activity or program is being provided by the Contractor, and instead may have access to only an area designated by the Amenity Manager. Contractor shall be responsible for ensuring that its lesson, activity or program sizes do not exceed the capacity of the amenities, and shall timely provide class size information to the Amenity Manager to assist with this determination. Further, the District, through the Amenity Manager, reserves the right to cancel any lesson, activity or program with no or limited notice to Contractor and for any or no reason.

5. **Professional Judgment.** Contractor represents that it is qualified to provide the Services and has all applicable licenses, certifications and other regulatory approvals or qualifications, consistent with industry standards. For those offering swim instruction, Contractor further represents that Contractor has the certification(s) as provided in s. 514.071, *Florida Statutes* and other applicable law. Contractor shall maintain all required licenses in effect and shall at all times exercise sound professional judgment in providing the Services, including taking precautions for the safety of the attendees and others at the amenities. All minors participating in any lessons, activities or programs shall only be with the consent of a parent or guardian. The District shall in no way be responsible for the safety of any participant or other person while using District facilities. All such participants shall execute the District's form waiver agreement, and the Contractor shall be responsible for ensuring that participants have executed the form.

6. **Compensation.** The compensation for the Services is as set forth in **Exhibit A**. Collection of the fees for the Services is as described in **Exhibit A**. Contractor agrees to keep accurate records of the Services it provides, including the number of attendees, as well as any fees collected (if any), and the Amenity Manager and/or District may audit such records at any time.

7. **Term.** Unless terminated pursuant to the terms of this Agreement, this Agreement shall commence upon the date first written above, shall continue through September 30, 20__ and shall automatically renew for one year periods ending September 30 of each year.

8. **Insurance.** Contractor agrees to obtain insurance acceptable to the District and Amenity Manager and in the amounts set forth in **Exhibit B**. The District, and its Supervisors, Staff (including District Manager, District Counsel, Amenity Manager, etc.), contractors, agents, and representatives shall be named as additional insureds on certain of the policies, as shown on **Exhibit B**. The Contractor shall furnish the Amenity Manager and District with the Certificate of Insurance (and any endorsements) evidencing compliance with the insurance requirements set forth herein. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the Amenity Manager. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

9. **Indemnification.** Contractor agrees to defend, indemnify and hold harmless the District and its Supervisors, Staff (including District Manager, District Counsel, etc.), Beaumont Homeowners' Association, Inc., Beaumont Townhome Owners' Association, Inc., Amenity Manager, contractors, agents, and representatives from any and all liability, claims, actions, suits or demands by any person, corporation or other entity, including, but not limited to, all employees, agents and representatives of the Contractor, attendees, and persons traveling to or from the lessons, activities or programs offered by Contractor, and for any injuries, death, theft, real or personal property damage or loss of any nature, and any other claim of any type or nature, arising out of, or in connection with, the Services or Contractor's use of the amenities in connection with this Agreement, including the costs of litigation or any appellate proceedings with respect thereto.

10. **Independent Contractor.** The Contractor shall serve as an independent contractor of the Amenity Manager.

11. **Taxes.** The Contractor is responsible for paying income tax and self-employment tax, and the Amenity Manager will not withhold taxes from any compensation paid hereunder. Amenity Manager and District shall not be obligated to pay, and shall be immediately reimbursed by Contractor if Amenity Manager or District does pay, any taxes, including penalties or interest charges, levied or assessed by reason of any failure of Contractor to comply with the Agreement, applicable laws or governmental regulations, and Contractor's defense, indemnification and hold harmless obligations set forth in paragraph 9 above extend to, among other things (and without intending to limit paragraph 9 in any way), the payment of any and all such taxes, penalties and interest.

12. **Sovereign Immunity.** Contractor further agrees that nothing in the agreement between the parties shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute or law.

13. **Enforcement.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

14. **Third Party Rights.** The District shall have third party rights to enforce the provisions of this Agreement.

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

16. **Controlling Law.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

17. **Assignment.** Neither the Amenity Manager nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

18. **Merger.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

19. **Public Records.** All records relating to this Agreement may be public records, and the Contractor agrees to comply with Florida law governing public records, including by responding to requests from the District and/or Amenity Manager for such records.

20. **Notices.** All notices, requests, consents and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

If to Contractor: _____

If to Amenity Manager:
Evergreen Lifestyles Management, LLC
2100 S. Hiawassee Road
Orlando, Florida 32835
Attn: _____

If to District: Beaumont Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

Hopping Green & Sams P.A.
119 S. Monroe Street, Suite 300 (32301)
Post Office Box 6526
Tallahassee, Florida 32314
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day shall be deemed received on the next business day. If any time for giving Notice

contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for each of the parties may deliver Notice on behalf of the party counsel represents. Any party or other person to whom Notices are to be sent or copied may notify the other party and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the party and addressees set forth herein.

21. **Termination.** This Agreement may be terminated immediately by the Amenity Manager for cause, or upon 30 days written notice by either party for any or no reason. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any termination by the Amenity Manager, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the day and year first written above.

**EVERGREEN LIFESTYLES
MANAGEMENT, LLC**

_____		_____
[Print Name of Witness]	By:	_____

_____		_____
[Print Name of Witness]	By:	_____

ACKNOWLEDGED BY:

**BEAUMONT COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: District Manager

- Exhibit A:** Scope, Schedule & Compensation
- Exhibit B:** Insurance Certificate (with Endorsements)

Exhibit A
Scope, Schedule & Compensation

Services & Compensation. The Contractor shall provide the following type of Services, with the compensation as follows:

	Lesson, Activity or Program	Permitted Fee to Patrons	Contractor Compensation
	Fitness Class (_____)		
	Yoga		
	Tennis Lesson		
	Swimming Lesson		

Collection of Fees. Collection of fees from Patrons shall be done as follows:

_____ Contractor shall directly collect any and all fees from Patrons, and remit any amounts above Contractor's compensation to the Amenity Manager; OR

_____ Patrons shall make payment directly to the Amenity Manager or through a third party service (e.g., Pay Pal).

Schedule. The Contractor shall provide the Services on ___ an as needed basis at the request of the Amenity Manager OR ___ on the following schedule:

Agreed to by Contractor: _____ (Initials)

Agreed to by Amenity Manager: _____ (Initials)

Date: _____

Exhibit B
Insurance Certificate (with Endorsements)

Amounts:

___ General Liability	\$ _____
___ Professional Liability	\$ _____
___ Other	\$ _____
___ Other	\$ _____

The Beaumont Community Development District, and its Supervisors, Staff (including District Manager, District Counsel, Amenity Manager, etc.), contractors, agents, and representatives shall be named as additional insureds on the General Liability policy and _____ polic(ies) identified above.

[NOTE TO AMENITY MANAGER: ATTACH INSURANCE CERTIFICATE AND ENDORSEMENTS]

ADDENDUM TO COMMUNITY MANAGEMENT AGREEMENT

THIS LIFESTYLES SERVICES AGREEMENT ADDENDUM, hereinafter "Addendum" dated this ____ day of _____, 2021

BETWEEN:

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

"District"

-AND-

EVERGREEN LIFESTYLES MANAGEMENT, LLC

"Amenities Manager"

1. The Association and the Manager entered into an Amenities Management Agreement, hereinafter "Agreement", dated May 1, 2020. The Association and the Manager are hereby amending said Agreement by the execution of this Addendum.
2. This Addendum shall be deemed to have retroactive effect as of January 1, 2021.
3. **Attachment A-2 – Scope of HOA Services** of the Agreement is hereby replaced by Exhibit 1.
4. **Attachment B - Compensation** of the Agreement is hereby replaced by Exhibit 2.
5. No other terms or conditions of the Agreement, not hereby otherwise modified or amended, shall be negated, or changed because of this here stated Addendum.

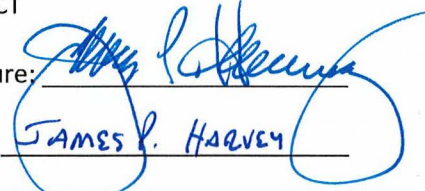
The Association:

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

Signature: _____

Name: _____

Title: _____



JAMES P. HARVEY

CHAIRMAN

The Manager:

EVERGREEN LIFESTYLES MANAGEMENT, LLC

Signature: _____

Name: _____

Title: _____

The undersigned have executed this Addendum as of the ____ day of _____, 2021

Exhibit 1:

ATTACHMENT A-2 - HOA SCOPE OF SERVICES

In addition to providing certain of the Services outlined in Attachment A-1, the District acknowledges that the Operations Manager will also serve as the manager for the HOAs and shall provide certain services for the HOAs, including but not limited to:

- Violation inspections and the issuance of subsequent violation notices to residents.
- Oversee the ARC process, gathering the proper information from the residents and putting together the ARC applications for the committee's review.
- Preparation of Annual HOA Budgets.
- Conduct the HOA Annual and Budget Meetings.

The Amenity Manager represents that no more than 20% of the Operations Manager's time (i.e., no more than 16 hours of the 80 hours per month in which the Operations Manager will be on-site) will be spent on HOA Services.

Amenities Manager shall assign One (1) Lifestyle Director to undertake lifestyles activities and develop appropriate programs for the District. This Lifestyle Director will work parttime onsite from January 2021 until April 2022, and then work fulltime onsite from April 2022. Salary will be as determined by the Board of Directors on an annual basis.

Exhibit 2

ATTACHMENT B – COMPENSATION

For the services described in the Amenities Management Agreement, the Amenity Manager shall receive compensation as set forth below:

I. INVOICE

The Amenity Manager shall invoice monthly for its Services, and the District shall pay such invoices within thirty days of receipt and in a manner consistent with Florida's Prompt Payment Act, Sections 218.70 through 218.80 of the Florida Statutes.

II. STAFFING AND FEES

Staffing and Fees. The District shall pay the Amenity Manager \$1,200.00 per month, which represents the amount for the Operations Manager. Note that the Operations Manager will actually be on-site 80 hours per month, but 16 hours of his/her time will be spent on HOA Services, for which the HOA will separately compensate the Amenity Manager in the amount of \$750 per month (pursuant to a separate agreement between the HOAs and Amenity Manager). Pre-approval required. The District shall pre-approve the Amenity Manager's use of any staff or other individuals employed by the Amenity Manager for the purpose of providing services under this Agreement.

Independent Contractor. Consistent with the terms of the Agreement, the Operations Manager, and any other staff retained by the Amenity Manager to provide services at the Amenities in accordance with this Agreement, shall be the employees of the Amenity Manager, and, the Amenity Manager, and its employees, shall be deemed independent contractors of the District.

The Lifestyle Director Salary shall be billed back to the District at the cost of their salary plus Thirty Two percent (32%) of said salary to offset expenses for benefits, taxes, and payroll processing.

III. AFTER-HOURS EMERGENCY SERVICES

The Amenity Manager reserves the right to charge a fee for after-hours emergency services, on an hourly fee basis. Such fee shall be according to the following schedule: \$30 per hour with a two-hour minimum for after-hours calls, and \$45 per hour with a two-hour minimum for after-hours calls on holidays.

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

9AI



Proposal

Proposal No.: 198987

Proposed Date: 01/03/24

PROPERTY:	FOR:
Beaumont CDD (Common Area) C/O Wrathell, Hunt and Associates 7802 Penrose Place Wildwood, FL 34785	Beaumont town home pool area

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Plant Material					\$27,840.40
Maintenance Division Labor	93.00	HR	\$65.00	\$6,045.09	
Lady Palm, 03-04' oa - 07G	12.00	07g	\$212.50	\$2,550.00	
Oyster Plant, 01 gallon - 01G	80.00	01g	\$9.37	\$749.60	
Coontie, 01 gallon - 01G	226.00	01g	\$18.75	\$4,237.50	
Aztec Grass, Liriope, 01 gallon - 01G	347.00	01g	\$7.87	\$2,730.89	
Odoratissimum Viburnum, 07 gallon - 07G	90.00	07g	\$62.50	\$5,625.00	
Heavenly Bamboo, 03 gallon - 03G	51.00	03g	\$20.00	\$1,020.00	
Brown River Rock 1.5", 01 Cubic Yard, 1.5"	2.00	01CY	\$337.50	\$675.00	
Pine Bark, 02CF bag - 02CF	70.00	02CF	\$3.75	\$262.50	
Crape Myrtle, Natchez, Multi, 08-10' x 4-5', 3.5" cal, MUL - 30G	4.00	30g	\$267.50	\$1,070.00	
Green Waste Dumping	1.00	EA	\$250.00	\$250.00	
Floritam Saint Augustine, 01 SF MATERIAL ONLY	1200.00	01SF	\$1.33	\$1,599.89	
irrigation Division Labor	15.00	HR	\$65.00	\$974.93	

Misc Fittings - up to 1"

15.00

EA

\$3.33

\$50.00

Total: \$27,840.40

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager)

Date

Printed Name (Owner/Property Manager)

Signature - Representative

Date

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

9A11



Proposal

Proposal No.: 233905
Proposed Date: 09/06/23

PROPERTY:	FOR:
Beaumont CDD (Common Area) C/O Wrathell, Hunt and Associates 7802 Penrose Place Wildwood, FL 34785	Beaumont CDD Mulching

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Plant Material					\$49,800.00
Maintenance Division Labor	300.00	HR	\$65.00	\$19,500.00	
Pine Bark, 02CF bag - 02CF	8400.00	02CF	\$3.25	\$27,300.00	
dilivery and fork lift	6.00	EA	\$500.00	\$3,000.00	
				Total:	\$49,800.00

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

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Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager)

Date

Printed Name (Owner/Property Manager)

Signature - Representative

Date

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

9A111



Proposal

Proposal No.: 248221
Proposed Date: 12/04/23

PROPERTY:	FOR:
Beaumont CDD (Common Area) C/O Wrathell, Hunt and Associates 7802 Penrose Place Wildwood, FL 34785	Beaumont CDD palm tree trimming at the club house

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Plant Material					\$5,909.00
Sabal Palm Pruning	77.00	CT	\$37.00	\$2,849.00	
Medjool Palm Pruning	26.00	CT	\$110.00	\$2,860.00	
Green Waste Dumping	1.00	EA	\$200.00	\$200.00	
				Total:	\$5,909.00

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damage caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager)

Date

Printed Name (Owner/Property Manager)

Signature - Representative

Date

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

9AIV

Approved 01/23/2024



Proposal

Proposal No.: 249084

Proposed Date: 12/08/23

PROPERTY:	FOR:
Beaumont CDD (Common Area) C/O Wrathell, Hunt and Associates 7802 Penrose Place Wildwood, FL 34785	Install 1500 winter annuals and add soil to one bed

The bed by the club house will be extended and soil will be added to build this bed up.

All flowers will be installed along the main road and the clubhouse

200 flowers will be going towards the townhome islands

SERVICE	TOTAL
Annual Planting	\$3,690.00
Total	\$3,690.00

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty is not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager) _____
Date

Printed Name (Owner/Property Manager)

Signature - Representative _____
Date

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

9AV



Proposal

Proposal No.: 254928

Proposed Date: 01/22/24

PROPERTY:	FOR:
Beaumont CDD (Common Area) C/O Wrathell, Hunt and Associates 7802 Penrose Place Wildwood, FL 34785	removal of dead Oak inside of DRA and trim large Oak tree of building

SERVICE	TOTAL
tree work	\$4,125.00
Total	\$4,125.00

BEAUMONT

COMMUNITY DEVELOPMENT DISTRICT

9B

2/5/2024



Ms. Tammy Collins
Beaumont CDD
7764 Penrose Place
Wildwood, FL 33845
Phone: 860-997-9030
tammy.collins@evergreen-lm.com

RE: Beaumont at Wildwood Pool Access Control Upgrades (020524SR)

Dear Ms. Collins,

Thank you for giving us the opportunity to quote on your access control requirements for Beaumont at Wildwood, a residential community located in Wildwood. The following is a description of the job to be performed and our cost quotation.

The cost information given should be considered budgetary at this time. When you have made your final decision as to the configuration of the job, we will be pleased to submit a final price.

WORK EFFORT

Our work effort is to upgrade the access control system for Beaumont at Wildwood. This effort will consist of furnishing and installing one (1) panic bar lock solenoid and one (1) electronic transfer hinge to control access to the clubhouse back door. Only one side of the door will be controlled. The *existing* proximity card reader will be reused. This system contains all necessary control devices to ensure proper operation. All other *existing* access control devices will retain their current locations and functionalities. **Envera will need to add the access to their system and make final connections to their equipment.**

NOTE: This proposal is based on all existing electrical wiring, communications wiring, conduit, access control devices, pedestrian doors, etc. being present and in proper working order for re-use. Any additional labor and materials necessary will be separate and billable.

BASE SYSTEM EQUIPMENT AND PRICE

Base System Equipment

- 1 ea Electronic solenoid
- 1 ea Electronic transfer hinge
- 1 lt Wiring labor

Base System Price

Total base system price including equipment, installation, and freight, as quoted: **\$9,995.00**

INSTALLATION

Includes:

- Installing all equipment.
- Making all power and electrical connections to equipment. **(Envera to terminate at their equipment)**
- Providing control wiring between equipment items.
- Testing out system for proper operation.
- Training owner in operation of system.

Does Not Include:

- Grounding of fence, if required or applicable.
- Decorative brick paver removal, if required or applicable.
- Adequate signage, if required or applicable.
- Providing electrical power to system equipment.
- Concrete work required for mounting.
- Adequate lighting, if required or applicable.
- Costs for permits, bonds, surveys, drawings (which includes electrical, mechanical, engineering, elevation, etc.) or site plan modifications.
- Concrete work required for construction of walls, islands or curb separations in or adjacent to roadways.
- Removal of trees or other landscaping that may be required in order to install equipment.
- Repair and/or replacement of grass, irrigation lines, sprinklers, control wiring or any other landscape materials that might be damaged during installation.
- Cost of repairing undetected items that may be damaged during installation.

- Cost of installing, and monthly rental on, telephone line required by telephone entrance device and/or programmable entry device.
- Cost of installing, and monthly rental on, high-speed internet service with a Static IP address required by telephone entrance device and/or programmable entry device.

ADDITIONAL INFORMATION

Warranty

Our warranty covers ***all parts, labor & travel***, with the only exclusions being vandalism (such as being hit by a vehicle) and natural disaster (such as lightning or flooding). The warranty for the system is ***one year*** from date of completed installation.

Annual Service Agreement

Equipment manufacturers recommend regular preventive maintenance, similar to automobiles and HVAC units. Consistent and professional service calls ensure your return on investment by enhancing equipment effectiveness, prolonging equipment longevity, and minimizing downtime. Service technicians from Guardian Access Systems will perform factory-trained work on all of our installed equipment.

Benefits included in the maintenance plan:

- 5% discount on parts not related to vandalism.
- 10% discount on parts for service related to vandalism.
- 10% discount on 24/7 emergency services after business hours and weekends.

Service Support

At Guardian Access Solutions, we are very proud of our service department. We have provided sales and service in Central Florida since **1942** and have been installing and maintaining gated entry systems for over **25** years. Guardian provides factory-trained technicians, radio dispatched service vehicles and a large inventory of spares for most products sold. Because of this attention to service, calls are responded to the same or next working day with **95%** of all problems encountered being repaired on the first call. If the highest quality installation and service after the sale are of importance in your purchasing decision, Guardian Access Solutions is the right choice.

Quotation Expiration

This quotation remains valid for 15 days from the submission date. Guardian Access Solutions reserves the right to requote after this time period elapses.

Quotation for
- Beaumont -
02/05/24
Page 3 of 4

Terms of Sale

Normal terms of sale require that fifty percent (50%) of the quoted system cost is due at time of order. Forty percent (40%) is due when all equipment is installed on site and must be received before the system is made operational. The remaining ten percent (10%) Net 30 after substantial completion.

If you have any questions, please be sure and give me a call. We look forward to serving you soon.

Sincerely yours,



Stan Rubin
Guardian Access Solutions
dba Access Control Systems, LLC
Mobile: 321-695-0985 / Office: 407-422-8850 x256
stan.rubin@guardianaccess.com

BEAUMONT

COMMUNITY DEVELOPMENT DISTRICT

9C

Shine On Services LLC
 5626 C. Thomas Rd Suite 609
 Wildwood, FL 34785
 (352)603-1284

ESTIMATE



Tammy Collins
 7764 Penrose Place
 Wildwood, FL 34785

Service Address
 Beaumont
 Tammy Collins
 7764 Penrose Place
 Wildwood, FL 34785

Estimate # 5149
 Estimate Date 02/01/2024

Estimate Total \$2,410.00

Item	Description	Cost	Quantity	Total
	Concrete surface cleaning Surface Clean Main Entrance sidewalk (2,340 sq ft)	\$585.00	1	\$585.00
	Concrete surface cleaning Surface Clean Main Entrance Curbing	\$700.00	1	\$700.00
	Soft Wash Clean Stone Pillars at Main entrance	\$150.00	1	\$150.00
	Concrete surface cleaning Surface Clean Curbing Secondary Entrance	\$250.00	1	\$250.00
	Concrete surface cleaning Surface clean Concrete Sidewalk Secondary Entrance	\$725.00	1	\$725.00

Subtotal	\$2,410.00
Tax	\$0.00
Estimate Total	\$2,410.00

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

9D

See our 26 reviews on 

5 Station Bundle Deal -INSANE SAVINGS!

MSRP: ~~\$1,444.85~~

Now: \$1,225.00

(You save \$219.85)

SKU: DEPOT-006B-5BND-GRN

UPC: 644625045161

Shipping: Free Shipping

Station Color: * Matte Green (Most Popular) ▾

Add Solar Light: No, do not add Solar Light ▾

Quantity: ▾ 1 ▸

ADD TO CART



BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
DECEMBER 31, 2023**

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2023**

	General Fund	Special Revenue Fund - Single Family	Special Revenue Fund - Town Home	Debt Service Fund Series 2019	Debt Service Fund Series 2019A-1	Capital Projects Fund Series 2019	Capital Projects Fund Series 2019A-2	Total Governmental Funds
ASSETS								
Cash	\$1,070,294	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,070,294
Investments								
Revenue	-	-	-	116,535	163,551	-	-	280,086
Reserve	-	-	-	260,532	205,135	-	-	465,667
Prepayment	-	-	-	2,051	1,838	-	-	3,889
Construction	-	-	-	-	-	89,662	-	89,662
Interest	-	-	-	213	313	-	-	526
Sinking	-	-	-	102	205	-	-	307
Bond redemption	-	-	-	-	3,086	-	-	3,086
Undeposited funds	49,412	-	-	-	-	-	-	49,412
Due from Developer	29,132	117,416	-	-	-	-	1,400	147,948
Due from other	1,231	-	-	-	-	-	-	1,231
Due from general fund	-	223,717	186,741	169,190	270,223	-	-	849,871
Due from KLP Village	15,112	26,430	5,782	-	139,797	-	-	187,121
Due from SRF - single family	168,936	-	-	-	-	-	-	168,936
Due from SRF - townhome	28,442	3,166	-	-	-	-	-	31,608
Utility deposit	3,557	1,790	-	-	-	-	-	5,347
Prepaid expense	-	125	-	-	-	-	-	125
Total assets	<u>\$1,366,116</u>	<u>\$ 372,644</u>	<u>\$192,523</u>	<u>\$ 548,623</u>	<u>\$ 784,148</u>	<u>\$ 89,662</u>	<u>\$ 1,400</u>	<u>\$ 3,355,116</u>
LIABILITIES								
Liabilities:								
Accounts payable	\$ 4,227	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,227
Accounts payable - onsite	28,063	3,891	637	-	-	-	-	32,591
Due to other	-	-	7,108	-	-	3,386	-	10,494
Due to general fund	-	168,501	28,878	-	-	-	-	197,379
Due to SRF - single family	223,717	-	3,166	-	-	-	-	226,883
Due to SRF - town home	186,741	-	-	-	-	-	-	186,741
Due to debt service fund 2019 area two	169,190	-	-	-	-	-	-	169,190
Due to debt service fund 2019-A1	270,223	-	-	-	-	-	-	270,223
Due to KLP Beaumont commercial	-	-	-	1,310	-	-	-	1,310
Due to KLP Village	-	-	-	-	9,487	-	-	9,487
Contracts payable	-	-	-	-	-	8,438	4,700	13,138
Tax payable	62	-	-	-	-	-	-	62
Developer advance	30,000	-	-	-	-	-	-	30,000
Total liabilities	<u>912,223</u>	<u>172,392</u>	<u>39,789</u>	<u>1,310</u>	<u>9,487</u>	<u>11,824</u>	<u>4,700</u>	<u>1,151,725</u>
DEFERRED INFLOWS OF RESOURCES								
Unearned revenue	-	-	-	-	286	-	-	286
Deferred receipts	39,449	143,847	-	-	139,797	-	1,400	324,493
Total deferred inflows of resources	<u>39,449</u>	<u>143,847</u>	<u>-</u>	<u>-</u>	<u>140,083</u>	<u>-</u>	<u>1,400</u>	<u>324,779</u>
FUND BALANCES								
Assigned:								
Restricted for								
Debt service	-	-	-	547,313	634,578	-	-	1,181,891
Capital projects	-	-	-	-	-	77,838	(4,700)	73,138
Unassigned	414,444	56,405	152,734	-	-	-	-	623,583
Total fund balances	<u>414,444</u>	<u>56,405</u>	<u>152,734</u>	<u>547,313</u>	<u>634,578</u>	<u>77,838</u>	<u>(4,700)</u>	<u>1,878,612</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,366,116</u>	<u>\$ 372,644</u>	<u>\$192,523</u>	<u>\$ 548,623</u>	<u>\$ 784,148</u>	<u>\$ 89,662</u>	<u>\$ 1,400</u>	<u>\$ 3,355,116</u>

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 311,869	\$ 329,463	\$ 416,880	79%
Interest and miscellaneous	-	2,777	-	N/A
Total revenues	<u>311,869</u>	<u>332,240</u>	<u>416,880</u>	80%
Professional & administrative				
Supervisor fees	-	431	-	N/A
Management/accounting/recording	4,000	12,000	48,000	25%
Legal	4,227	6,514	15,000	43%
Engineering	-	-	2,500	0%
Audit	-	-	3,100	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	250	1,000	25%
Trustee	-	-	10,500	0%
Telephone	17	50	200	25%
Postage	-	-	500	0%
Printing & binding	41	125	500	25%
Legal advertising	97	218	1,500	15%
Annual special district fee	-	175	175	100%
Insurance	-	9,127	8,000	114%
Contingencies/bank charges	10	10	500	2%
Website	-	-	-	-
Hosting & maintenance	-	-	705	0%
ADA site compliance	-	210	210	100%
Tax collector	6,237	6,589	8,685	76%
Supplies	-	-	300	0%
Total professional & administrative	<u>14,712</u>	<u>35,699</u>	<u>102,125</u>	35%

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Field operations (shared)				
Management	-	-	35,000	0%
Security amenity center	-	-	500	0%
Stormwater management				
Lake maintenance	825	2,475	10,000	25%
Preserve maintenance	-	-	3,500	0%
Streetlighting				
Maintenance contract	-	-	2,000	0%
Electricity	-	-	5,000	0%
Irrigation supply				
Maintenance contract	219	219	3,000	7%
Electricity	1,100	3,463	8,000	43%
Repairs and maintenance	905	905	2,500	36%
Monuments and street signage				
Repairs and maintenance	-	-	1,000	0%
Electricity	-	-	1,250	0%
Landscape maint. entries/buffers				
Maintenance contract	16,250	32,500	160,000	20%
Mulch	-	-	65,000	0%
Plant replacement	-	6,500	5,000	130%
Tree treatment	-	-	8,500	0%
Irrigation repairs	-	-	2,000	0%
Roadway maintenance	-	-	2,500	0%
Total field operations	<u>19,299</u>	<u>46,062</u>	<u>314,750</u>	15%
Total expenditures	<u>34,011</u>	<u>81,761</u>	<u>416,875</u>	20%
Excess/(deficiency) of revenues over/(under) expenditures	277,858	250,479	5	
Fund balances - beginning	<u>136,586</u>	<u>163,965</u>	<u>81,954</u>	
Fund balances - ending	<u>\$ 414,444</u>	<u>\$ 414,444</u>	<u>\$ 81,959</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND - SINGLE FAMILY PROGRAM
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 211,903	\$ 223,858	\$ 283,255	79%
Interest and miscellaneous	-	-	500	0%
Total revenues	<u>211,903</u>	<u>223,858</u>	<u>283,755</u>	79%
Single Family Program				
Management	-	-	33,000	0%
Lifestyles events	-	569	12,000	5%
Accounting	125	375	1,500	25%
Streetlighting electric	282	886	6,240	14%
Streetlighting maintenance	-	-	2,000	0%
Landscape maintenance	-	-	20,000	0%
Tree treatment	-	-	7,160	0%
Plant replacement	-	-	5,000	0%
Irrigation repairs	219	219	2,500	9%
Pool maintenance	1,940	6,256	21,600	29%
Gym equipment- PM	-	550	1,000	55%
Repairs and maintenance	108	758	7,500	10%
Electricity	1,539	3,357	15,000	22%
Gate electricity	223	900	10,000	9%
Insurance	-	25,033	16,000	156%
Phone/cable/internet	793	2,640	6,000	44%
Sewer/ water/ propane	209	661	8,000	8%
Janitorial	-	-	35,000	0%
Pressure washing	-	-	5,000	0%
Security monitoring/gates	869	2,606	10,000	26%
Gate repairs and maintenance	-	-	3,500	0%
Pest control	440	750	1,200	63%
Permits/licenses	-	-	750	0%
Holiday decorating	-	-	1,000	0%
Supplies	-	-	3,000	0%
Contingencies	-	-	1,000	0%
Capital outlay	-	-	37,900	0%
Reserve study	-	-	5,000	0%
Total single family program	<u>6,747</u>	<u>45,560</u>	<u>277,850</u>	16%
Other fees & charges				
Tax collector	4,238	4,477	5,901	76%
Total other fees & charges	<u>4,238</u>	<u>4,477</u>	<u>5,901</u>	76%
Total expenditures	<u>10,985</u>	<u>50,037</u>	<u>283,751</u>	18%
Excess/(deficiency) of revenues over/(under) expenditures	200,918	173,821	4	
Fund balances - beginning	(144,513)	(117,416)	4	
Fund balances - ending	<u>\$ 56,405</u>	<u>\$ 56,405</u>	<u>\$ 8</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 DECEMBER 31, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 76,975	\$ 81,318	\$ 102,894	79%
Interest and miscellaneous	-	-	500	0%
Total revenues	<u>76,975</u>	<u>81,318</u>	<u>103,394</u>	79%
EXPENDITURES				
Town Home Program				
Accounting	62	188	750	25%
Streetlighting electricity	-	-	4,000	0%
Streetlighting maintenance	-	-	750	0%
Landscape maintenance	-	4,620	16,000	29%
Irrigation water	219	219	500	44%
Plant replacement	-	-	1,000	0%
Irrigation repairs	-	-	1,000	0%
Pool maintenance	1,120	3,320	13,200	25%
Repairs and maintenance	-	-	2,000	0%
Electricity	387	1,249	6,000	21%
Insurance	-	-	3,000	0%
Bank fees	-	-	500	0%
Phone/cable/internet	203	609	2,000	30%
Water/sewer	136	423	2,000	21%
Janitorial	-	-	10,000	0%
ADA site compliance	-	-	2,000	0%
Security amenity center	172	230	2,500	9%
Pest control	130	255	5,500	5%
Permits/licenses	-	-	500	0%
Supplies	-	-	500	0%
Contingencies	-	-	250	0%
Capital outlay	-	-	22,300	0%
Reserve study	-	-	5,000	0%
Total town home program	<u>2,429</u>	<u>11,113</u>	<u>101,250</u>	11%
Other fees & charges				
Tax collector	1,540	1,626	2,144	76%
Total other fees & charges	<u>1,540</u>	<u>1,626</u>	<u>2,144</u>	76%
Total expenditures	<u>3,969</u>	<u>12,739</u>	<u>103,394</u>	12%
Excess/(deficiency) of revenues over/(under) expenditures	73,006	68,579	-	
Fund balances - beginning	79,728	84,155	56,000	
Fund balances - ending	<u>\$ 152,734</u>	<u>\$ 152,734</u>	<u>\$ 56,000</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019 BONDS
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 195,452	\$ 206,479	\$ 261,264	79%
Interest	1,390	5,470	-	N/A
Total revenues	<u>196,842</u>	<u>211,949</u>	<u>261,264</u>	81%
EXPENDITURES				
Debt service				
Principal	-	50,000	50,000	100%
Interest	-	103,434	205,275	50%
Total debt service	<u>-</u>	<u>153,434</u>	<u>255,275</u>	60%
Other fees & charges				
Tax collector	3,909	4,130	5,443	76%
Total other fees and charges	<u>3,909</u>	<u>4,130</u>	<u>5,443</u>	76%
Total expenditures	<u>3,909</u>	<u>157,564</u>	<u>260,718</u>	60%
Excess/(deficiency) of revenues over/(under) expenditures	192,933	54,385	546	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(6,077)	-	N/A
Total other financing sources	<u>-</u>	<u>(6,077)</u>	<u>-</u>	N/A
Net change in fund balances	192,933	48,308	-	
Fund balances - beginning	354,380	499,005	463,971	
Fund balances - ending	<u>\$ 547,313</u>	<u>\$ 547,313</u>	<u>\$ 464,517</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 DECEMBER 31, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 312,168	\$ 329,779	\$ 418,043	79%
Interest	1,675	8,013	-	N/A
Total revenues	<u>313,843</u>	<u>337,792</u>	<u>418,043</u>	81%
31-Mar-23				
Debt service				
Principal	-	100,000	100,000	100%
Interest	-	152,500	303,713	50%
Total debt service	<u>-</u>	<u>252,500</u>	<u>403,713</u>	63%
Other fees & charges				
Tax collector	6,243	6,596	8,709	76%
Total other fees and charges	<u>6,243</u>	<u>6,596</u>	<u>8,709</u>	76%
Total expenditures	<u>6,243</u>	<u>259,096</u>	<u>412,422</u>	63%
Excess/(deficiency) of revenues over/(under) expenditures	307,600	78,696	5,621	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(207,354)	-	N/A
Total other financing sources	<u>-</u>	<u>(207,354)</u>	<u>-</u>	N/A
Net change in fund balances	307,600	(128,658)	5,621	
Fund balances - beginning	326,978	763,236	681,811	
Fund balances - ending	<u>\$ 634,578</u>	<u>\$ 634,578</u>	<u>\$ 687,432</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019 BONDS
FOR THE PERIOD ENDED DECEMBER 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	<u>\$ 385</u>	<u>\$ 2,505</u>
Total revenues	<u>385</u>	<u>2,505</u>
EXPENDITURES		
Construction costs	<u>-</u>	<u>88,910</u>
Total expenditures	<u>-</u>	<u>88,910</u>
Excess/(deficiency) of revenues over/(under) expenditures	385	(86,405)
OTHER FINANCING SOURCES/(USES)		
Transfer in	<u>-</u>	<u>6,077</u>
Total other financing sources/(uses)	<u>-</u>	<u>6,077</u>
Net change in fund balances	385	(80,328)
Fund balances - beginning	<u>77,453</u>	<u>158,166</u>
Fund balances - ending	<u><u>\$ 77,838</u></u>	<u><u>\$ 77,838</u></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 DECEMBER 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Developer contribution	\$ -	\$ -
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	(4,700)	(4,700)
Fund balances - ending	<u>\$ (4,700)</u>	<u>\$ (4,700)</u>

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Beaumont Community Development District held Public Hearings and a Regular Meeting on January 8, 2024 at 1:30 p.m., at 7764 Penrose Place, Wildwood, Florida 34785.

Present were:

John Curtis	Vice Chair
Ann Judy	Assistant Secretary

Also present:

Chuck Adams	District Manager
Antonio Shaw	Filed Operations Manager
Jere Earlywine	District Counsel
Tammy Collins	On-site Manager
Joe Vitalo	Resident/Townhome HOA President
Carol Michaels	Supervisor-Appointee
Gary Smith	Supervisor-Appointee
Marie Francis	Resident
Lori Anderson	Resident
Several other residents	

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 1:36 p.m.

Supervisors Curtis and Judy were present. Supervisors Simpson, Bain and Meath were not present.

Mr. Earlywine stated that this meeting can preliminarily continue as a Workshop, since only two Board Members are present.

SECOND ORDER OF BUSINESS

**Public Comments (Agenda Items: 3
Minutes Per Speaker)**

39 Resident Carol Michaels expressed concerns about the draining issues on June Drive and
40 Penrose Place. Mr. Curtis provided her with a list of five lots; he and the District Engineer will be
41 on site this Wednesday to go over the repairs, which are maintenance items and already part of
42 the CDD budget. They are having difficulty hiring a contractor for these small projects.
43 Regarding the upcoming transition to a resident Board, Mr. Curtis offered to stay on the Board
44 until these issues are resolved. He suggested the District Engineer attend the next meeting.
45 Regarding liability concerns, Mr. Earlywine suggested taping off the area.

46 Discussion ensued regarding tree removal and replacing the warranty trees once
47 homeowners complete repairs on their own private property.

48 Mr. Earlywine asked Mr. Adams to proceed with the next item, while he checks to see if
49 Mr. Simpson will be attending the meeting, to establish a quorum.

50

51 **THIRD ORDER OF BUSINESS**

Update: Developer Projects

52

53 Mr. Curtis stated that he is coordinating with the District Engineer to have some striping
54 redone. Ms. Judy voiced her opinion that adding additional striping on the commercial road will
55 cause further traffic issues. Mr. Curtis will review the plans with the City tomorrow. Ms. Collins
56 noted directional striping and signage is needed at the cul-de-sac and the lights are wired but
57 not connected. Mr. Curtis will review these items with the District Engineer.

58 Mr. Earlywine stated, although only two Supervisors are present, the meeting can
59 transition from the Workshop to the Public Hearings and Regular Meeting so that new
60 Supervisors can be appointed.

61

62 **The Workshop was terminated and the**

63 **Public Hearings and Regular Meeting commenced at 1:53 p.m.**

64

65 **▪ Board Transition**

66 **This item, previously the Sixth Order of Business, was presented out of order.**

67 **A. Acceptance of Supervisor Resignations**

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On MOTION by Mr. Curtis and seconded by Ms. Judy, with all in favor, the resignations of Supervisors Candice Bain, Gregory Meath and Troy Simpson, were accepted.

B. Appointment of Supervisor(s) to Vacant Seat(s)

Mr. Adams stated that residents Carol Michaels and Gary Smith expressed interest in filling the vacant seats. He reviewed the terms for each Board Seat. Mr. Earlywine stated that, for Seats that expire in 2024 and will next be elected through the General Election process, Board Members interested on retaining their Seat or any others interested in running for one of those Seats must apply with the Supervisors of Elections during the June candidate qualifying period for the upcoming November 2024 General Election. This will be announced in CDD meetings.

Mr. Curtis nominated Ms. Carol Michaels to fill Seat 1. No other nominations were made.

On MOTION by Mr. Curtis and seconded by Ms. Judy, with all in favor, the appointment of Ms. Carol Michaels to fill Seat 1, was approved.

Mr. Adams, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Carol Michaels.

- **Administration of Oath of Office to Newly Appointed Supervisors (the following to be provided in a separate package)**

The following items were reviewed after Mr. Smith's appointment:

- I. **Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- II. **Membership, Obligations and Responsibilities**
- III. **Financial Disclosure Forms**
 - a. **Form 1: Statement of Financial Interests**
 - b. **Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - c. **Form 1F: Final Statement of Financial Interests**

101 **IV. Form 8B: Memorandum of Voting Conflict**

102 Mr. Curtis nominated Mr. Gary Smith to fill Seat 3. No other nominations were made.

103

104 **On MOTION by Mr. Curtis and seconded by Ms. Judy, with all in favor, the**
105 **appointment of Mr. Gary Smith to fill Seat 3, was approved.**

106

107

108 Mr. Adams, a Notary of the State of Florida and duly authorized, administered the Oath
109 of Office to Mr. Gary Smith.

110 Mr. Adams discussed email usage, completing Form 1, the Sunshine Law and public
111 records requests. He will review the items in the Supervisors package individually with the new
112 Board Members tomorrow.

113 Ms. Michaels and Mr. Smith opted to accept the allowable Supervisor stipend.

114 Mr. Earlywine discussed penalties for violating the Sunshine Law, public records laws,
115 ethics laws, conflicts of interest, gift disclosures and availability of volunteer release forms.

116 **C. Consideration of Resolution 2024-06, Appointing and Removing Officers of the**
117 **District, and Providing for an Effective Date**

118 Mr. Curtis nominated the following slate:

- | | | |
|-----|----------------|---------------------|
| 119 | Ann Judy | Chair |
| 120 | John Curtis | Vice Chair |
| 121 | Carol Michaels | Assistant Secretary |
| 122 | Gary Smith | Assistant Secretary |

123 No other nominations were made. Prior appointments for Secretary, Treasurer,
124 Assistant Treasurer and Assistant Secretary Craig Wrathell, remain unaffected by this
125 Resolution.

126

127 **On MOTION by Mr. Curtis and seconded by Ms. Michaels, with all in favor,**
128 **Resolution 2024-06, Appointing, as nominated, and Removing Officers of the**
129 **District, and Providing for an Effective Date, was adopted.**

130

131

132 **▪ Continuation of Public Comments**

133 Resident and Townhome HOA President Joe Vitalo commented on the following agenda
134 items:

135 ➤ Item 12A, November 13, 2023 Regular Meeting Minutes: He submitted what he believes
136 are necessary corrections to the title on Line 48. He referred to Line 154 and asked for
137 clarification that Clubhouse rentals will have priority over meetings. Mr. Earlywine would
138 correct the language in the Amenity Policy.

139 ➤ Ninth Order of Business: He asked if the Townhome pool is included in the discussion of
140 setting the Single-Family pool temperature.

141 Mr. Adams stated that it will be a separate agenda item.

142 ➤ Eighth Order of Business: He asked for the next agenda to include a discussion about
143 changing the meeting time to 6:00 p.m., to increase resident attendance.

144 Mr. Adams stated he would then have to attend via telephone.

145 A resident reported that the left turn sign on Inspiration Drive to Harbor Springs Road is
146 missing. A summary of these types of issues will be emailed to the District Engineer to address
147 with the appropriate entity.

148 A resident asked for striping to be added crossing the pedestrian walkway on Sunshine
149 Drive. If warranted, Mr. Curtis will add this area to the striping project, after inspection.

150 Resident Marie Francis asked if the CDD will dissolve. She inquired about getting the
151 washout areas behind homes addressed. Mr. Adams stated that, as a governmental entity, the
152 CDD will remain constant; only Board Member and Staff level changes may occur. He noted that
153 Mr. Curtis is grouping the washout projects together to encourage his contractor to complete
154 the work. The District Engineer is working on various solutions to the issues.

155

156 **FOURTH ORDER OF BUSINESS**

**Public Hearing on Amenity and
Operational Rules, Including Amended
Amenity Policies, Rules and Rates**

157

158

159

160 **A. Affidavits of Publication**

161 • **Notice of Rule Development**

162 • **Notice of Rulemaking**

163 **B. Consideration of Resolution 2024-04, Amending the Amenity Facilities Policies;**
164 **Providing for Severability and an Effective Date**

165 Mr. Adams asked if the Board had any changes aside from Mr. Vitalo’s correction
166 requested earlier.

167 **Mr. Adams opened the Public Hearing.**

168 No members of the public spoke.

169 **Mr. Adams closed the Public Hearing.**

170 The follow change was made to the Amenities and Operational Rules:

171 Section 6, “Homeowner’s Association Meetings”: Change “Rentals take priority over
172 homeowners’ association rentals.” to “The HOA Boards will have priority scheduling over
173 rentals.”

174

175 **On MOTION by Mr. Curtis and seconded by Ms. Judy, with all in favor,**
176 **Resolution 2024-04, Amending the Amenity Facilities Policies, as amended;**
177 **Providing for Severability and an Effective Date, was adopted.**

178

179

180 **FIFTH ORDER OF BUSINESS**

**Public Hearing on Rule Relating to
Overnight Parking and Parking
Enforcement**

183

184 **A. Affidavits of Publication**

185 • **Notice of Rule Development**

186 • **Notice of Rulemaking**

187 **B. Consideration of Resolution 2024-05, Adopting Rules Relating to Parking Enforcement;**
188 **Ratifying the Actions of the District Manager to Provide Notice Thereof; and Providing**
189 **for Severability and an Effective Date**

190 Mr. Earlywine stated that the CDD has clear authority to tow vehicles on its own
191 property but signage must be posted, etc. Enforcement on roadways is somewhat unclear.
192 Some CDD’s enforce it on the roads but others typically enter into a Traffic Enforcement
193 Agreement with the City or County, which authorizes that particular entity to enforce traffic
194 violations. A signage study is sometimes required. He reviewed the provisions for towing,

195 overnight parking and parking enforcement. Ms. Collins reported that some signage either
196 moved or removed by the builders will need to be replaced.

197 **Mr. Adams opened the Public Hearing.**

198 Mr. Vitalo asked when enforcement will commence and how residents will be notified.
199 Mr. Earlywine suggested sending an early e-blast alerting residents of the Rules while Staff
200 engages a towing company, addresses signage and prepares the Traffic Enforcement
201 Agreement.

202 Discussion ensued regarding setting parking hours from dusk to dawn, guest/vendor
203 street parking, initiating a grace period, police enforcement of the City Ordinance, the HOA
204 Rules differing from the CDD’s Rules and clarifying the Rules for owners and renters parking
205 commercial vehicles in their own driveway.

206 **Mr. Adams closed the Public Hearing.**

207 The following changes were made:

208 Exhibit A, Page 1, Item 2f: Add language to the “Parking Rules” stating that commercial
209 vehicles are prohibited from parking overnight.

210

211 **On MOTION by Mr. Curtis and seconded by Ms. Judy, with all in favor,**
212 **Resolution 2024-05, Adopting Rules Relating to Parking Enforcement, as**
213 **amended and subject to suspending enforcement of the street parking rules**
214 **until Staff determines the City’s Traffic Enforcement entity and until further**
215 **discussion and approved by the Board by motion; Ratifying the Actions of the**
216 **District Manager to Provide Notice Thereof; and Providing for Severability and**
217 **an Effective Date, was adopted.**

218

219

220 **SIXTH ORDER OF BUSINESS**

Board Transition

221

222 These items were presented following the Third Order of Business.

223 **A. Acceptance of Supervisor Resignations**

224 **B. Appointment of Supervisor(s) to Vacant Seat(s)**

- 225 • **Administration of Oath of Office to Newly Appointed Supervisors (the**
- 226 **following to be provided in a separate package)**

- 227 I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and
- 228 Employees
- 229 II. Membership, Obligations and Responsibilities
- 230 III. Financial Disclosure Forms
- 231 a. Form 1: Statement of Financial Interests
- 232 b. Form 1X: Amendment to Form 1, Statement of Financial Interests
- 233 c. Form 1F: Final Statement of Financial Interests
- 234 IV. Form 8B: Memorandum of Voting Conflict
- 235 C. Consideration of Resolution 2024-06, Appointing and Removing Officers of the
- 236 District, and Providing for an Effective Date

237
238 SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-07, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Sumter County Supervisor of Elections Begin Conducting the District’s General Elections; Providing for Compensation; Setting for the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date

249 On MOTION by Mr. Curtis and seconded by Ms. Judy, with all in favor,
250 Resolution 2024-07, Implementing Section 190.006(3), Florida Statutes, and
251 Requesting that the Sumter County Supervisor of Elections Begin Conducting
252 the District’s General Elections; Providing for Compensation; Setting for the
253 Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for
254 Severability and an Effective Date, was adopted.

255
256 EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2024-08, Designating a Date, Time, and Location for Landowners’ Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date

263 Mr. Adams stated that Seats 1 and 4 are transitioning to the General Election in
 264 November. Candidates must file during the June 2024 candidate qualify period to be on the
 265 November General Election ballot. Vacant Seat 5 will be Landowner-elected in November 2024.
 266 Mr. Earlywine reviewed the Landowner election process.

267 The date, time and location will be inserted into Resolution 2024-08.

268

269 **On MOTION by Mr. Curtis and seconded by Mr. Smith, with all in favor,**
 270 **Resolution 2024-08, Designating November 4, 2024 at 1:30 p.m., at 7764**
 271 **Penrose Place, Wildwood, Florida 34785, as the Date, Time, and Location for**
 272 **the Landowners’ Meeting and Election; Providing for Publication, Providing for**
 273 **Severability and an Effective Date, was adopted.**

274

275

276 **NINTH ORDER OF BUSINESS**

**Discussion: Setting the Single-Family Pool
 Temperature for Winter Months
 (temperature and date range)**

277

278

279

280 Discussion ensued regarding the high cost to increase the pool temperature during
 281 winter, designating the winter months as December to April, the \$15,000 allotted in the budget
 282 for electricity and pumps, a suggestion to base the decision on the weather, turning the heat off
 283 from December to March and the original timeline, which was made to capture the holidays.

284 Ms. Collins will provide the November, December and January electricity costs at the
 285 next meeting. She suggested initiating a policy that, once the temperature drops to a certain
 286 level, it triggers heating the pool.

287 Staff will prepare a policy to extend the summer and to start up later in the spring.

288

289 **TENTH ORDER OF BUSINESS**

**Discussion: Evergreen On-site Manager
 Schedule**

290

291

292 Mr. Adams presented the Evergreen Lifestyles Management, LLC Amenities
 293 Management Agreement. He suggests reviewing the scope of services and deciding whether to
 294 increase or decrease services. Ms. Collins responded to questions and outlined her current
 295 workload specific to the HOA and CDD. The Board expressed interest in increasing Ms. Collins’
 296 hours.

297 This item was deferred.

298

299 **ELEVENTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial
Statements as of November 30, 2023**

300

301

302

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304

**On MOTION by Mr. Curtis and seconded by Ms. Judy, with all in favor,
Unaudited Financial Statements as of November 30, 2023, were accepted.**

305

306

307 **TWELFTH ORDER OF BUSINESS**

Approval of Minutes

308

309 **A. November 13, 2023 Regular Meeting**

310 The following changes were made:

311 Line 19: Insert "Townhome" before "HOA"

312 Line 20: Change "Ennis" to "Ennes" and insert "Single Family" before "HOA"

313 Line 48: Change "deficit" to "surplus"

314 Line 154: Change "Clubhouse rentals will have priority over meetings." to "CDD & HOA
315 meetings will have priority over Clubhouse rentals."

316

317

318

**On MOTION by Mr. Curtis and seconded by Ms. Judy, with all in favor, the
November 13, 2023 Regular Meeting Minutes, as amended, were approved.**

319

320

321 **B. December 11, 2023 Workshop**

322 Ms. Judy asked if constructing a playground area in the single-family neighborhood is
323 still an option. Mr. Curtis suggested waiting until the Board transition is complete and
324 discussing it during the Fiscal Year 2025 budget process. The area is CDD green space so it
325 would have to be brought before the City Commission for approval, which is a lengthy process.

326

327

328

**On MOTION by Mr. Curtis and seconded by Mr. Smith, with all in favor, the
December 11, 2023 Workshop Minutes, as presented, were approved.**

329

330

331 **THIRTEENTH ORDER OF BUSINESS**

Staff Reports

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- A. District Counsel: Kutak Rock LLP
- B. District Engineer: Morris Engineering and Consulting, LLC
- C. Field Operations Manager: Evergreen Lifestyles Management
 - Action Items/Tracker

There were no reports.
- D. District Manager: Wrathell, Hunt and Associates, LLC
 - NEXT MEETING DATE: February 12, 2024 at 1:30 PM
 - QUORUM CHECK

FOURTEENTH ORDER OF BUSINESS **Board Members’ Comments/Requests**

There were no Board Members comments or requests

FIFTEENTH ORDER OF BUSINESS **Public Comments (Non-Agenda Items: 3 Minutes Per Speaker)**

Mr. Vitalo asked if a tracking method can be implemented for the special projects discussed in the Workshop. Ms. Collins will develop this and provide updates, accordingly.

Ms. Michaels asked Ms. Collins to add a CDD corner to the HOA newsletter. Mr. Adams suggested the HOA add the CDD website link to its website.

SIXTEENTH ORDER OF BUSINESS **Adjournment**

On MOTION by Ms. Judy and seconded by Mr. Curtis, with all in favor, the meeting adjourned at 3:36 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

363
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368

Secretary/Assistant Secretary

Chair/Vice Chair

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

12AI

From: [Chuck Adams](#)
To: [Claire Corbett](#); [Gianna Denofrio](#); [Daphne Gillyard](#)
Cc: [Antonio Shaw](#)
Subject: RE: board vacancy
Date: Friday, January 12, 2024 9:03:12 AM

Good morning
Thankyou for your email of interest.

Gianna/Daphne
Please include this email in the February agenda for consideration to fill existing vacancy

Thankyou

Chesley "Chuck" E. Adams jr.
Director of Operations
Wrathell, Hunt and Associates, LLC
(239) 464-7114 ©

From: Claire Corbett <claranna42@gmail.com>
Sent: Thursday, January 11, 2024 9:03 AM
To: Chuck Adams <adamsc@whhassociates.com>
Subject: board vacancy

You don't often get email from claranna42@gmail.com. [Learn why this is important](#)

Beaumont CDD Board Submission

Vacancy noted at January 8th 2024 board meeting

January 10, 2024

Claire Corbett is over 18 years of age, a citizen of Florida and a natural born citizen of United states.

I am a full-time resident of Beaumont North

I want to be on the board to serve in my community, know what is going on, be a responsible member of the community, making the best decisions we can for the good of our community.

I was the teaching principal of the Forward School district in Wisconsin. Forward school was a grades 1-8 school. I was directly responsible to the school board.

Before becoming a teaching principal at the Forward School I worked for the NuRoc Nursing Home and went to nursing school. I quiet nursing school when I had to work in the children's ward. That is when I decided to be a teacher. I have a bachelor's degree from state of Wisconsin for grades 1-8. Later I went

back and got my Master's degree in Early Childhood Special Education. I saw problems with upper grade school students that needed to be addressed when they were younger.

I like preventing problems and fixing what needs fixing. I grew up on a farm. I worked at the nursing home 6 years and saw how the business evolved. The nursing home was a family owned business. We lived next door to the nursing home in my high school years.

Sincerely,

Claire Corbett

7857 June Lane

Wildwood, FL

34785

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

12A11

From: [Chuck Adams](#)
To: [jennifer marks](#); [Daphne Gillyard](#); [Gianna Denofrio](#)
Cc: [Antonio Shaw](#)
Subject: RE: CDD Board Member
Date: Friday, January 19, 2024 9:00:45 AM

Good morning

Thankyou for your interest.

Daphne/Gianna

Please add this email to the February Beaumont agenda for Board consideration.

Thankyou

Chesley "Chuck" E. Adams jr.
Director of Operations
Wrathell, Hunt and Associates, LLC
(239) 464-7114 ©

-----Original Message-----

From: jennifer marks <liferarmywife90@yahoo.com>
Sent: Thursday, January 18, 2024 2:19 PM
To: Chuck Adams <adamsc@whhassociates.com>
Subject: CDD Board Member

[You don't often get email from liferarmywife90@yahoo.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

Sent from my iPhone

Mr Adams.

My name is Jennifer Marks and I live at 7806 June Lane in the Beaumont Community. I am a registered voter and I would like to throw my name in the hat to be on the CDD Board. If you have any questions, please feel free to reach out to me. My cell phone number is (931) 980-5845 and my email is Liferarmywife90@yahoo.com.

Thank you,
Jennifer Marks

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

12AIII

From: [ariane williams](#)
To: [Gianna Denofrio](#)
Subject: Re: BEAUMONT CDD - RE: Letter of Interest
Date: Monday, February 5, 2024 3:31:23 PM
Importance: High

You don't often get email from arianewilliams@me.com. [Learn why this is important](#)

Hi Gianna,

Please see below.

Please let me know if you need anything else .

Letter of Interest

Ariane Williams
5210 Dragonfly Dr.
Wildwood, FL. 34785

Hello,

My name is Ariane and I am an owner of one of the townhomes in Beaumont. I would like to express my interest in sitting on the Board of Supervisors. I have been in the Real Estate/Property Management industry since 2016 as I recently obtained my real estate license in 2023 to expand my expertise in real estate sales. After I complete my post license for real estate I plan to also pursue my CAM license as I have grown interest in community association management ever since I began residing in HOA communities. Learning the ins and outs of what all goes into planning and budgeting a community is what intrigues me.

With the passion that I have in serving my community and becoming a voice for all like minded individuals as myself, I feel that becoming a member of the board would be a great segue into community association management if the opportunity were to present itself. I also plan to assist in growing the property management division with my current employer which I believe this position would also open a lot of doors for.

If I am chosen, I plan to use my expertise in property management to assist in helping to maintain and manage the community that I am a current resident of.

Thank you in advance for your consideration.


Kind regards,

Ariane Williams

ARIANE WILLIAMS

 arianewilliams@me.com

 407-853-0556

 Wildwood, FL 34785

SUMMARY

Detail-oriented and organized Property Manager effective at managing personnel, property and special projects. Dedicated to interacting with property office and maintenance staff to manage on-site activities. Focused on achieving occupancy goals and working closely with property owners and decision-makers for various needs.

HIGHLIGHTS

- Property management
- Sales and marketing
- Fluent with OneSite/Yardi /RentCafe Software
- Affordable housing programs knowledge
- Accounting and delinquency
- Resident retention

EDUCATION

California State University of Fresno

Fresno, CA • 2015

Bachelor of Arts: Fashion Merchandising

Fresno City College

Fresno, CA • 2010

Associate of Arts: Business Administration

CERTIFICATIONS

- Licensed Realtor Credential

EXPERIENCE

Flamingo Real Estate & Management - Administrative Assistant/Licensed Realtor

Wildwood, United States • 01/2024 - Current

- Developed and updated spreadsheets and databases to track, analyze, and report on performance and sales data.
- Received and sorted incoming mail and packages to record, dispatch, or distribute to correct recipient.
- Answered multi-line phone system, routing calls, delivering messages to staff and greeting visitors.
- Executed record filing system to improve document organization and management.

FirstKey Homes - Property Manager

Orlando, FL • 04/2023 - 11/2023

- Verified income, assets, and expenses, and completed file tracking sheet for each applicant.
- Monitored timely receipt and reconciliation of rent collections in accordance with landlord and resident statutes.
- Monitored progress of construction and maintenance projects and notified appropriate individuals of project updates, delays, and schedule changes.
- Maintained operational facilities attractive to potential tenants by organizing regular maintenance, major repairs, and capital improvement projects.

ID SL3552860 - September 2022

- Notary Credential ID HH475798 - December 2023

FirstKey Homes - Property Administrator

Orlando, FL • 07/2022 - 04/2023

- Maintained direct contact with customers and operations personnel to maintain positive relationships and exceed customer expectations.
- Monitored timely receipt and reconciliation of rent collections in accordance with landlord and resident statutes.
- Received and processed resident payments and updated system accounts with latest information.
- Prepared statements with list of damages to determine charges at move-out on security deposit claims.
- Handled tenant complaints promptly and appropriately, calling in repairmen and other support services.
- Trained new employees on administrative procedures, company policies and performance standards.

FirstKey Homes - Resident Services Coordinator

Orlando, FL • 02/2022 - 07/2022

- Examined relevant documents prior to inspections in order to become acquainted with property features.
- Completed thorough written descriptions and took photographs to document conditions.
- Drafted detailed reports on findings of inspections
- Excellent communication skills, both verbal and written.
- Organized and detail-oriented with strong work ethic.
- Skilled at working independently and collaboratively in a team environment.

Greystar Property Management - Assistant Community Manager

Oviedo, FL • 06/2021 - 02/2022

- Inspected buildings, vacant units and common areas regularly to identify repairs needing immediate attention.
- Uphold knowledge on lease and renewal rates to advocate for appropriate changes while retaining above 50% renewed leases.
- Collected rental payments from residents and kept meticulous records of delinquent accounts at 3% or below.
- Resolved tenant issues quickly and increased tenant

retention by 15%

- Completed final move-out walk-throughs with tenants to identify required repairs.
- Prepared statements with list of damages to determine charges at move-out on security deposit claims.

Pinnacle Property Management - Assistant Community Manager

Orlando, FL • 10/2017 - 06/2021

- Collected rental payments from residents and kept meticulous records of delinquent accounts at 3% or lower.
- Followed up on delinquent tenants and coordinated collection procedures.
- Inspected units before and after tenant moves to write effective leases and determine charges or readiness for new tenants.
- Completed final move-out walk-throughs with tenants to identify required repairs.
- Prepared statements with list of damages to determine charges at move-out on security deposit claims.
- Received and processed resident payments and updated system accounts with latest information.

Pinnacle Property Management - Leasing Consultant

Orlando, FL. • 09/2016 - 10/2017

- Collected monthly rent payments and other fees, always properly recording, and processing money for 126 unit property.
- Greeted clients, showed apartments, and prepared leases.
- Inspected properties before and after new tenant move-ins to schedule maintenance, cleaners, and other services.
- Conducted property showings to highlight features, answer questions, and redirect concerns to close contracts.

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

12C

RESOLUTION 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEAUMONT COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Beaumont Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District’s Board of Supervisors desires to appoint and remove Officers of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF BEAUMONT COMMUNITY DEVELOPMENT DISTRICT THAT:

SECTION 1. The following is/are appointed as Officer(s) of the District effective February 12, 2024:

_____ is appointed Chair

_____ is appointed Vice Chair

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of February 12, 2024:

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Chuck Adams is Secretary

Craig Wrathell is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 12TH DAY OF FEBRUARY, 2024.

ATTEST:

**BEAUMONT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
A

MEMORANDUM

To: Board of Supervisors
From: District Counsel
Date: January 1, 2024
Subject: Ethics Training Requirements

Beginning January 1, 2024, all Board Supervisors of Florida Community Development Districts will be required to complete four (4) hours of Ethics training each year. The four (4) hours must be allocated to the following categories: two (2) hours of Ethics Law, one (1) hour of Sunshine Law, and one (1) hour of Public Records law.

This training may be completed online, and the four (4) hours do not have to be completed all at once. The Florida Commission on Ethics (“COE”) has compiled a list of resources for this training. An overview of the resources are described below, and links to the resources are included in this memo.

Each year when Supervisors complete the required financial disclosure form (Form 1 Statement of Financial Interests), Supervisors must mark a box confirming that he or she has completed the Ethics training requirements. At this time, there is no requirement to submit a certificate; however, the COE advises that Supervisors keep a record of all trainings completed (including date and time of completion), in the event Supervisors are ever asked to provide proof of completion. The training is a calendar year requirement and corresponds to the form year. So, Supervisors will not report their 2024 training until they fill out their Form 1 for the 2025 year.

Free Training Options

The Florida Commission on Ethics’ (“COE”) website has several free online resources and links to resources that Supervisors can access to complete the training requirements. Navigate to that page here: [Florida Commission on Ethics Training](https://ethics.state.fl.us/Training/Training.aspx).¹ Please note that the COE only provides free training for the two (2) hour Ethics portion of the annual training. However, the COE does provide links to free outside resources to complete the Sunshine and Public Records portion of the training. These links are included in this memorandum below for your ease of reference.

¹ <https://ethics.state.fl.us/Training/Training.aspx>

Free Ethics Law Training

The COE provides several videos for Ethics training, none of which are exactly two (2) hours in length. Please ensure you complete 120 minutes of Ethics training when choosing a combination of the below.

State Ethics Laws for Constitutional Officers & Elected Municipal Officers (100 minutes)

Click here: [Kinetic Ethics](#)

Business and Employment Conflicts and Post-Public-Service (56 minutes) Restriction

Click here: [Business and Employment Conflicts](#)

Gifts (50 minutes)

Click here: [Ethics Laws Governing Acceptance of Gifts](#)

Voting Conflicts - Local Officers (58 minutes)¹

Click here: [Voting Vertigo](#)

Free Sunshine/Public Records Law Training

The Office of the Attorney General provides a two (2) hour online training course (audio only) that meets the requirements of the Sunshine Law and Public Records Law portion of Supervisors' annual training.

Click here to access: [Public Meeting and Public Records Law](#)

Other Training Options

4- Hour Course

Some courses will provide a certificate upon completion (not required), like the one found from the Florida State University, Florida Institute of Government, linked here: [4-Hour Ethics Course](#). This course meets all the ethics training requirements for the year, including Sunshine Law and Public Records training. This course is currently \$79.00

CLE Course

The COE's website includes a link to the Florida Bar's Continuing Legal Education online tutorial which also meets all the Ethics training requirements. However, this is a CLE course designed more specifically for attorneys. The 5 hours 18 minutes' long course exceeds the 4-hour requirement and its cost is significantly higher than the 4-Hour Ethics course provided by the Florida State University. The course is currently \$325.00. To access this course, click here: [Sunshine Law, Public Records and Ethics for Public Officers and Public Employees](#).

If you have any questions, please do not hesitate to contact me.

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS
C



EVERGREEN
LIFESTYLE ELEMENT

Tracker captures the tasks that are generated from Board Meetings or Workshops by the Board for Management, Committees, or Board Members

CDD Items

Task Assigned	Assigned Date	Responsible Person	Targeted Completion Date	Date of Completion	Details and Notes associated with Task
Clubhouse back door to pool area	2/13/2023	CDD	NA		<p>John Curitis working on getting this resolved, as this was an installation miss.</p> <p>8/4/23 - John has been reaching out to the original installers and new vendors to get quotes to fix the issue. Teo will be helping him with following up with the vendors he talks to.</p> <p>08/11/23 - No update 08/14/23 - No update</p> <p>08/25/23 - Spoke to two Vendors and both recommended looking into a Lock Smith who work on store front doors, and and install needed components for the door. Will be more economical.</p> <p>09/1/ 23 - No update</p> <p>09/15/23 - USAK Locksmith will be o property on Monday to inspect. Waiting on ENVERA to confirm a date to come into community.</p> <p>09/26/23 - Envera came out to inspect properly, waiting on their proposal for a solution.</p> <p>11/09/23 Tammy Contactd envera for bid update. .02.01.2024 received bid from Guaridan, bid sent in to CDD for approval at meeting.</p>
Wood Fence on Spanigh Harbor needs repairs and painting	1/30/2023	Tammy Collins	9/11/2023		<p>Received a quote to fix the issues. CDD asked if we can get a contract with a fence company for future repairs/maintenance</p> <p>07.12.23 - Spoke to Element Services, and Stone Gate Customs to provide bid for a contract for preventive maintenance.</p> <p>08/4/23 - The fence was repaired by Element Solutions. They will be providing a bid for a service agreement and a bid for painting the fence.</p> <p>08/11/23 - No bids presented as of today.</p> <p>08/14/23 - John Curtis is helping with this, he shared at the CDD meeting that he may receive two companies that will provide a bid.</p> <p>08.25.23 - No update 9/1/23 - No Update 09/15/23 - No update 09/26/23 - No update 11/09/23- Tammy Contacted Element to get bid and will look for others to provide at next meeting. 02.01.24- Obtained two bids to paint fence both bids sent to CDD for approval at meeting on 02.12.2024</p>

Palm Trees dead on Spanigh Harbor and Community	1/15/2023	Tammy Collins	9/11/2023		<p>Working with Juniper to remove the dead palm tree, and getting new palm trees planted.</p> <p>07/12/23 - Juniper started removing dead trees on 7/7/23.</p> <p>08/4/23 Juniper started removing trees, but the holes didn't get filled properly. They need to make sure the holes are safe.</p> <p>08/11/23 - 16 trees removed as of today.</p> <p>8/14/23 - We need to get a proposal from Juniper to replace trees that were removed. We are looking for things that are cost-effective, but resilient to the weather in the area.</p> <p>08/25/23- Juniper is working on removing trees in the community.</p> <p>09/1/23 - Total number of trees removed from property is up to 26. Juniper is suggest we install Holly Trees as they are common and will sustain the conditions int this area. When I receive the estimate of the installation we will share with the board.</p> <p>09/8/23 - Juniper provided a quote to install new palm trees. Quote provided to Board for review at next CDD meeting.</p> <p>09/15/23 - CDD Board requested map of the locations of the removed trees.</p> <p>09/26/23 - Map sent to Boardm with proposal for review. 11/09/23-Tammy has bid from Juniper to tree all Palm trees around pools 02.01.2024 bid sent to CDD for approval at CDD meeting.</p>
Dog poop stations for bags around	1/15/2023	CDD	NA	NA	Part of the Budget item wish list. 02.01.2024 Tammy sent cost to cdd for approval at02.12.2024 meeting
Children at Play	3/21/2023	CDD	NA	NA	CDD looking into having city signs installed in the community

Common Area Landscaping	8/1/2023	Tammy Collins	9/30/2023	<p>08/4/23 - reports of different areas in the community that need attention: Retion Ponds, landscaping beds, storm drains, garbage in plant beds, and dead trees. Scheudled a meeting with Juniper on Monday 8/7 to go over the items.</p> <p>8/11/23 - Met with Juniper (Mike and Keith), went over all concerns expressed by the North HOA board. Set up a game plan to make sure we do not miss landsaping turnover. Will meet weekly on Tuesdays to inspect different areas of the community</p> <p>8/14/23 -Had the first meeting with Juniper. Joe and I walk a small portion of the community (Clubhouse Area, Walk Area, a few Homes On Sunshine and Penrose) and email was sent to beaumontnorhthoa@gmail.com email as part of the update. Juniper has a list of items they need to provide a game plan.</p> <p>08/25/23 - Juniper provided a list of areas of concern, and are working to correct the issues.</p> <p>09/1/23 - No updates due to storm. The storm put us back a few days.</p> <p>09.08.23 - Juniper is working on getting things cleaned up. They had a few setbacks with the storm and the asphalt lifting.</p> <p>09/15/23 - Juniper had extra crew members this week. They are getting back on schedule.</p> <p>09/26/23 - Juniper showing signs of progress. Continuing to evaluate every week. 11/09/2023 Tammy meets with Juniper every week speaks with them every day progress and communitcation are great. Grounds are improving. Tammy continues to work with Juniper to improve the landscape areas. Juniper has greatly improved. Once bids are approved for trees, mulch and annual a diffence will be seen.</p>
Find exact Reason why pool went down	8/14/2023	Tammy Collins	9/11/2023	<p>08.14.23 - Residents want more specific reasons on why the pool went out of order. They want to know if it was because of bad install, bad maintenance, etc.</p> <p>08/25/23 - No update 09/1/23 - No update</p> <p>9/8/23 - Looking into past projects on the pool as the filter line was not installed correctly. We need to find out when was the last time the filters were changed out. 11/09/2023- Tammy looking into information</p>
Mulch for Community	8/14/2023	Tammy Collins	9/11/2023	<p>08/14/23 - Get Mulch schedule for the community.</p> <p>08/25/23 - No update 09/1/23 - No update</p> <p>09/8/23 received quote from Juniper will provide to CDD board.</p> <p>09/15/23 - CDD board will review at the next CDD Meeting 02/01/2024 mulch bid sent to the CDD for approval at 02.12.2024 meeting.</p>
Carpet at Clubhouse need to	10/023/2023	Tammy Collins		11/09/2023-Tammy provided bid to have carpets cleaned. 12.01.2023 Carpets were cleaned.
Street sign at Stokes & June	2/13/2023	CDD	End of Aug - September	Per CDD meeting, will be fixed while we are fixing different items in the community like sidewalks, and lifting of asphalt.

Notification for Vacant CDD Board Position	8/14/2023	Teo Ruiz	8/18/2023		08.14.23 - Need to get with Chuck to get the information needed to be on the Board of the CDD. 08/18/23 - Received the information on 08/17/23 and will be emailed to both communities, North and Townhomes.
Pool Cleaning issues	1/15/2023	Teo Ruiz	8/31/2023	8/11/2023	Pool company has been talked to, will be looking into possibly replacing 07/5/23 - Sprakling Pools resigned from their contract. We are not looking for a new pool company. 7/12/23 ProCare Pool Cleaners agreed to clean our pools for the month while we search for a different company. 08/4/24 - Pool pump went down, waiting on parts to be delivered to get it repaired. Waiting on ETA of delivery. 08/11/23 - Pool Repairs complete, pool is open.
Pole light #236076	1/15/2023	SECO	NA		Work order placed with SECO, waiting on them to repair.
Light pole base	5/1/2023	SECO	NA		Work order placed with SECO, waiting on them to repair.
Pressure washing	5/10/2023	Teo Ruiz	6/30/2023		Bid approved, project scheduled for 06/23/23
No Soliciting Signs	1/15/2023	Teo Ruiz	6/15/2023	6/20/2023	Signs ordered and will be installed by 6/23/23
Latch on walkers gate needs to be	1/15/2023	Teo Ruiz	6/30/2023	6/30/2023	Working with resident to get this fixed.
Repair Lights and	2/15/2023	Teo Ruiz		6/6/2023	
Repair Toilet paper holder in women's	2/15/2023	Teo Ruiz		6/6/2023	Repaired on 6/6/23
Fence needs to be repaired by Pool	1/30/2023	Teo Ruiz		4/28/2023	StoneGate Customs repaired.
Carpet at	2/13/2023	Teo Ruiz		6/10/2023	Carpet cleaned on 6/10/23

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BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

7764 Penrose Place, Wildwood, Florida, 34785

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 2, 2023*	Regular Meeting	1:30 PM
November 13, 2023	Regular Meeting	1:30 PM
December 11, 2023	Workshop	1:30 PM
December 11, 2023 CANCELED	Regular Meeting	1:30 PM
January 8, 2024	Regular Meeting	1:30 PM
February 12, 2024	Regular Meeting	1:30 PM
March 11, 2024	Regular Meeting	1:30 PM
April 8, 2024	Regular Meeting	1:30 PM
May 13, 2024	Regular Meeting	1:30 PM
June 10, 2024	Regular Meeting	1:30 PM
July 8, 2024	Regular Meeting	1:30 PM
August 12, 2024	Regular Meeting	1:30 PM
September 9, 2024	Regular Meeting	1:30 PM

***Exception**

October meeting is one week earlier to accommodate the Columbus Day holiday.