

**BEAUMONT  
COMMUNITY DEVELOPMENT  
DISTRICT**

**April 14, 2025**

**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**

April 7, 2025

Board of Supervisors  
Beaumont Community Development District

**ATTENDEES:**

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

Dear Board Members:

The Board of Supervisors of the Beaumont Community Development District will hold a Regular Meeting on April 14, 2025 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. Discussion: District Management Services
  - A. Discussion: Prompt Payment Policies
4. Consideration of Resolution 2025-06, Adopting an Amended Special Revenue Fund Budgets for Fiscal Year 2023/2024, Providing for Appropriations; Addressing Conflicts and Severability; and Providing for an Effective Date
5. Consideration of Resolution 2025-07, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date
6. Consideration of Juniper Landscaping of Florida, LLC Proposals
  - A. No. 322990 [Treatments 33 Palm Trees Around the Pool and Clubhouse \$2,620.60]
  - B. No. 331488 [Flush Cut Dead Palm Tree in the Main Pool Area at the Club House \$503.47]
  - C. No. 334282 [Palm Tree Trimming at the Club House \$5,909.00]
7. Acceptance of Unaudited Financial Statements as of February 28, 2025
8. Approval of March 3, 2025 Regular Meeting Minutes
9. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*

- B. District Engineer: *Morris Engineering and Consulting, LLC*
- C. Field Operations Manager: *RealManage, LLC*
  - Status Report
- D. District Manager: *Wrathell, Hunt and Associates, LLC*
  - NEXT MEETING DATE: May 12, 2025 at 1:30 PM
    - QUORUM CHECK

SEAT 1	CAROL ANN MICHAELS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No
SEAT 2	ARIANE WILLIAMS	<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	JOSEPH A VITALO	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> No

- 10. Board Members' Comments/Requests
- 11. Public Comments (*Non-Agenda Items: 3 Minutes Per Speaker*)
- 12. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at 239-464-7114 or Antonio Shaw at 352-910-1477.

Sincerely,



Chuck Adams  
District Manager

BOARD AND STAFF ONLY: TO ATTEND BY TELEPHONE  
CALL-IN NUMBER: 1-888-354-0094  
PARTICIPANT PASSCODE: 5494071

**BEAUMONT  
COMMUNITY DEVELOPMENT DISTRICT**

**3**



## Wrathell, Hunt and Associates, LLC

### AGREEMENT FOR MANAGEMENT SERVICES Between BEAUMONT COMMUNITY DEVELOPMENT DISTRICT and WRATHELL, HUNT & ASSOCIATES, LLC

THIS AGREEMENT FOR MANAGEMENT SERVICES (this "Agreement"), is made and entered into on this 29<sup>th</sup> day of May, 2018, by and between the **Beaumont Community Development District**, hereinafter referred to as "DISTRICT", and the firm of **Wrathell, Hunt & Associates, LLC**, a Florida limited liability company, hereinafter referred to as "MANAGER".

#### WITNESSETH:

WHEREAS, the DISTRICT desires to retain the MANAGER to provide non-exclusive management, recording, assessment methodology and accounting advisory services for the DISTRICT, as required to meet the needs of the DISTRICT during the contract period; and

WHEREAS, the MANAGER desires to provide such services to the DISTRICT as more particularly described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The DISTRICT hereby engages the MANAGER to provide the services more particularly described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Services").
2. The DISTRICT agrees to compensate the MANAGER by payment of the fees (collectively, the "Fees") set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Fee Schedule"). The Fees, except as otherwise provided on the Fee Schedule, shall be payable in equal monthly installments on the first day of each month. The DISTRICT will consider price adjustments at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and each succeeding twelve (12)-month period thereafter to compensate for market conditions and the anticipated type and scope of the Services to be performed during the next twelve (12)-month period. Accordingly, the Fees and the Fee Schedule shall be deemed increased at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and thereafter annually at the end of each succeeding fiscal year to the extent approved in the annual budget adopted by the Board of Supervisors of the DISTRICT (the "Board"). In no event shall the Fees be



## Wrathell, Hunt and Associates, LLC

increased to an amount which exceeds the amount of funds approved for the Services in the applicable budget adopted by the Board.

3. This Agreement shall become effective on the date set forth above and the term of this Agreement shall commence on such date and continue until this Agreement is terminated pursuant to the terms of this Section 3. This Agreement may be terminated as follows:
  - a) by the DISTRICT for "good cause", which shall include misfeasance, malfeasance, nonfeasance by the MANAGER, or failure of the MANAGER to perform the Services as required under this Agreement, if such misfeasance, malfeasance, nonfeasance or failure to perform the Services as required under this Agreement has not been cured within ten (10) business days after the DISTRICT has provided notice of same to the MANAGER (the "Cure Period"), upon providing ten (10) business days prior written notice to the MANAGER (which period shall not begin to run until the expiration of the Cure Period);
  - b) upon the dissolution or court-declared invalidity of the DISTRICT; or
  - c) by either party, for any reason, by providing sixty (60) days prior written notice to the other party.

Upon the termination of this Agreement, the MANAGER agrees to take all reasonable and necessary actions to transfer to the DISTRICT, or to such other party as directed by the DISTRICT, all the books and records of the DISTRICT in the MANAGER's possession in an orderly fashion. The portion of the Fees and any other amounts due and owing to the MANAGER under this Agreement up to the effective date of the termination of this Agreement shall be due and payable immediately upon the termination of this Agreement. The DISTRICT's obligation to make payment to the MANAGER of the portion of the Fees and any other amounts due and owing to MANAGER under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.

4. The MANAGER shall devote such time as is reasonably necessary to perform the Services.
5. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any such interest shall be employed by the MANAGER to perform the Services or any portion thereof.
6. The MANAGER shall promptly notify the DISTRICT in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of the Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, identify the nature of work that the MANAGER may undertake, if applicable, and request an opinion of the DISTRICT as to whether the



association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion within thirty (30) days of receipt of any notification by the MANAGER pursuant to this Section 6. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion, and in such event (i) the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Services provided to the DISTRICT by the MANAGER under the terms of this Agreement, and (ii) the Manager shall be free to pursue such prospective business association, interest or circumstance. The MANAGER shall be free to perform services similar to the type of services offered to the DISTRICT as part of the Services hereunder, and any other services, for any other special purpose taxing district, developer, landowner or otherwise. Nothing in this Agreement shall be deemed to prevent the MANAGER from performing such services, or any other services, for any other special taxing district, developer, landowner or otherwise and the providing of such services shall not constitute a conflict of interest under this Agreement.

7. The MANAGER agrees that all Services shall be performed by skilled and competent personnel.
8. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER in connection with the Services.
9. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in the county where the DISTRICT is located. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, shall not be construed as a waiver or relinquishment of the right to insist on the strict observance or performance of any or all of the other provisions of this Agreement. The failure of either party to exercise any right of remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right of remedy with respect to subsequent defaults. The provisions of this Section 9 shall survive the termination of this Agreement.
10. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover from the non-prevailing party



## Wrathell, Hunt and Associates, LLC

reasonable attorney's fees and all costs and expenses expended or incurred by the prevailing party in connection therewith, including without limitation at all trial levels and appellate levels and in post-judgment proceedings. The provisions of this Section 10 shall survive the termination of this Agreement.

11. All notices required in this Agreement shall be sent by either certified mail, return receipt requested with postage prepaid, hand-delivered, or sent by overnight express carrier with next business day delivery guaranteed, addressed to the following addresses, or such other address as either party shall specify hereinafter in written notice to the other party:

If to the Manager:                   Wrathell, Hunt & Associates, LLC  
  2300 Glades Road, Suite 410W  
  Boca Raton, Florida 33431

If to the DISTRICT:                   Beaumont Community Development District  
  Office of the District Manager  
  2300 Glades Road, Suite 410W  
  Boca Raton, Florida 33431

With a copy to:                   Counsel to the DISTRICT:  
  Hopping Green & Sams, P.A.  
  119 South Monroe Street, Suite 300  
  Tallahassee, Florida 32301

Any such notice sent as referenced above shall be deemed received on the third (3<sup>rd</sup>) business day following the day sent, if sent by certified mail with postage prepaid, when delivered if hand-delivered, or on the next business day following the day sent, if sent by overnight express courier with next business day delivery guaranteed.

12. This Agreement contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties, with respect thereto. This Agreement, or any provision contained herein, may not be amended unless such amendment is set forth in a writing signed by the parties hereto.
13. Neither party to this Agreement will be liable to the other for any failure or delay in performing any of its obligations under or pursuant to this Agreement, other than the payment of money, if such failure or delay is due to any (i) strike(s), lockout(s), or labor dispute(s), (ii) inability to obtain labor or materials, or reasonable substitutes therefor, or (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, wars, national emergencies, natural disasters, fire, or other casualty, utility failures or other cause (including, with respect to the MANAGER, the failure of the DISTRICT to have adequate funds required for performance of the Services) beyond the reasonable control of such applicable party, and such applicable party will be



## Wrathell, Hunt and Associates, LLC

entitled to a reasonable extension of the time for performing such obligations as a result of such cause. The terms of this Section 13 shall survive the termination of this Agreement.

14. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
15. The MANAGER shall not be liable for any acts or omissions of any previous manager(s) of the DISTRICT. Additionally, neither the MANAGER nor any its members, managers, managing members, officers, employees, agents or representatives (collectively, the "Manager Affiliates") shall be liable, responsible, or accountable in damages or otherwise to the DISTRICT for any acts performed by the MANAGER or the Manager Affiliates in good faith and within the scope of this Agreement. The MANAGER or any of the Manager Affiliates cannot provide financial or real estate feasibility forecasting related to the DISTRICT'S ability to repay its indebtedness such as bonds, bond anticipation notes, notes or any other forms of indebtedness. The success of the real estate venture(s) located within the DISTRICT is in no way guaranteed by MANAGER nor any of the Manager Affiliates. Neither the MANAGER nor any of the Manager Affiliates shall be liable to the DISTRICT or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the DISTRICT or otherwise titled in the name of the DISTRICT (collectively, the "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the DISTRICT which is delivered to the MANAGER and deposited into any of the District Bank Accounts. The terms of this Section 15 shall survive the termination of this Agreement.
16. Nothing contained in this Agreement, nor any acts of the parties, shall be deemed or construed to create a partnership or joint venture between the MANAGER and the DISTRICT or to cause the MANAGER to be responsible in any way for the debts or obligations of the DISTRICT. The terms of this Section 16 shall survive the termination of this Agreement.
17. This Agreement may be executed in counterparts, both of which, together, shall constitute one and the same agreement.
18. **THE MANAGER AND THE DISTRICT EACH HEREBY KNOWINGLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHT TO DEMAND A JURY TRIAL IN ANY ACTION FOR THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT. THE TERMS OF THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**



Wrathell, Hunt and Associates, LLC

[SIGNATURES APPEAR ON FOLLOWING PAGES]



## Wrathell, Hunt and Associates, LLC

IN WITNESS WHEREOF, the Board of Supervisors of the Beaumont Community Development District has made and executed this Contract on behalf of the DISTRICT and the MANAGER have each, respectively, by an authorized person or agent, hereunder set their hands and seals effective as of the date and year first above written.

### BOARD OF SUPERVISORS:

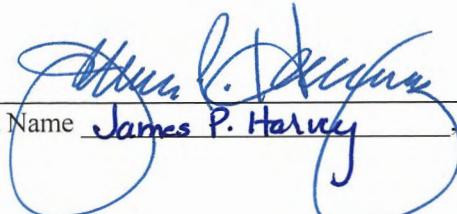
Signed in the presence of

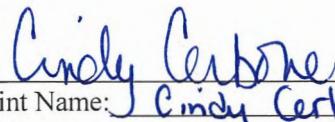
**BEAUMONT COMMUNITY  
DEVELOPMENT DISTRICT**

Witnesses:

  
Print Name: Cindy Cerbone

Print Name: \_\_\_\_\_

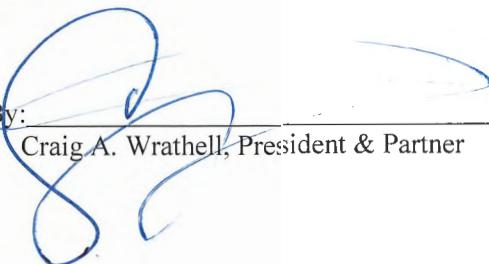
By:   
Print Name James P. Harvey, Chair

  
Print Name: Cindy Cerbone

Print Name: \_\_\_\_\_

### MANAGER:

**WRATHELL, HUNT & ASSOCIATES,  
LLC**

By:   
Craig A. Wrathell, President & Partner



## Wrathell, Hunt and Associates, LLC

### **EXHIBIT A - SERVICES**

***Wrathell, Hunt & Associates, LLC*** will perform all required Management functions of the Beaumont Community Development District (the “District”), which will include but not be limited to the following:

- Attend all meetings of the Board of Supervisors of the District (the “Board”) and provide the Board with meaningful dialogue of the issues before the Board for action
- Identify significant policies, including analysis of policy implementation with administrative and impact statement and effect on the District
- Develop and train members of the Board in the requirements of Florida Laws with including with respect to, but not limited to, public officers and employees, and the conduct of District business
- Prepare District's Budget as more fully outlined below
- Implement Budget directives
- Prepare specifications for and coordinate for the following services:
  - Insurance, including General Liability along with Directors and Officers Liability
  - Independent Auditor Services
  - Such other services as may be identified from time to time
- Provide all required annual disclosure information to the local government in the county in which the District is located:
  - Public Facilities Report
  - Designation of Registered Office and Registered Agent
  - Public Meeting Schedule
  - Audited Financial Statements (assist with the preparation of same)
- Ensure compliance with the following Florida Statutes:
  - Annual Financial Audit
  - Annual Financial Report
  - Public Depositor Report



## Wrathell, Hunt and Associates, LLC

- Proposed Budget
- District Map and Amendments
- Public Facilities Report
- Registered Agent and Registered Office
- Public Meeting Schedule Notice Requirements

(The reporting requirements of Community Development Districts periodically change and **Wrathell, Hunt & Associates, LLC** will ensure that we update reporting requirements of the District as the legislature updates the reporting requirements.)

- Record all meetings of the District
- Provide Oath of Office and notary public for all newly elected members of the Board
- Coordinate and provide contract administration for any services provided to the District by outside vendors:
  - Develop service contracts for the delivery of services to the District, with the assistance of the District's Attorney
  - Ensure that contract specifications are met
  - Interface with residents and contractors to ensure that anticipated service levels are being provided
  - Prepare contract amendments and change orders as necessary
  - Ensure proper contractor billing is received
- If required, provide day-to-day management of in-house operations by performing the following:
  - Hire and train a highly qualified staff
  - Coordinate all personnel applications, benefits, and payroll and submit in an accurate and timely manner
  - Prepare and implement operating schedules
  - Prepare and implement operating policies
  - Interface with residents to ensure anticipated levels of service are being met
  - Implement internal purchasing policies
  - Prepare and bid services and commodities as necessary



## Wrathell, Hunt and Associates, LLC

- Coordinate with the residents to determine the services and levels of service to be provided as part of the District's budget preparations:
  - Identify new services
  - Identify expanded areas of existing services
  - Identify new levels of service
  - Provide budget recommendations based on findings
- Establish Budget Public Hearing(s) and dates
- Establish Board workshop dates (if required)

### ***Recording Services***

***Wrathell, Hunt & Associates, LLC*** will perform all required Recording Secretary functions of the District, which will include but not be limited to the following:

- Prepare all Board Agendas and coordinate receipt of sufficient material for Board to make informed policy decisions
- Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the county in which the District is located
- Record and transcribe all meetings of the Board including regular meetings, special meetings, workshops and public hearing(s). The recording and verbatim transcription (edited for grammar) of meetings of the Board provide an essential link to maintaining a highly accurate public record. These minutes are maintained by ***Wrathell, Hunt & Associates, LLC*** in perpetuity for the District and sent to the appropriate governmental agencies in accordance with Florida law.
- Maintain all other District public records, including Agreements, Contracts and Resolutions in perpetuity for the District
- Maintain District Seal
- Satisfy public records requests in a timely, professional and efficient manner
- Prepare and coordinate applications for:
  - Federal I.D. Number
  - Tax Exemption Certificate



- Prepare Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes
- Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing
- Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board
- Prepare Agendas for Budget Hearings and attend all Board of Supervisor meetings
- Prepare bid specifications for the purchase of services and commodities pursuant to Florida Statutes

#### *Accounting Services*

***Wrathell, Hunt & Associates, LLC*** will perform all required accounting functions of the District, which will include but not be limited to the following:

- Prepare a Budget that achieves maximum cost-to-benefit equity for approval
- Submit a Preliminary Budget to Board in accordance with Chapter 190, Florida Statutes
- Modify Preliminary Budget for consideration by the Board at the District's advertised public hearing
- Coordinate Budget preparation with District Board, Engineer, Attorney and Collection Agent
- Attend workshop(s) and public hearing(s) and be available to answer questions by the Board and the Public
- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB)
- Adhere to investment policies and procedures pursuant to Chapter 218, Florida Statutes



## Wrathell, Hunt and Associates, LLC

- Prepare Annual Financial Report for units of local government and distribute to the State Comptroller
- Prepare Public Depositor's Report and distribute to the State Treasurer
- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies
- Administer purchase order system, periodic payment of invoices
- Coordination of tax collection and miscellaneous receivables
- Prepare all required schedules for year end audit:
  - Prepare schedule of bank reconciliations
  - Prepare cash and Investment confirmations for distribution to authorized Public Depositories and Trustee of District bond issues
  - Prepare analysis of accounts receivable
  - Prepare schedule of interfund accounts
  - Prepare schedule of payables from the governments
  - Prepare schedule of all prepaid expenses
  - Prepare debt confirmation schedules
  - Prepare schedule of accounts payable
  - Prepare schedule of changes in fund balances
  - Prepare schedule of assessment revenue compared to budget
  - Prepare schedule of interest income and provide reasonableness test
  - Prepare schedule of investments and accrued interest
  - Prepare analysis of all other revenue
  - Prepare analysis of interest expenses and calculate accrued interest expense at year end
  - Prepare schedule of operating transfers
  - Prepare schedule of cash receipts and cash disbursements
  - Prepare analysis of cost of development and construction in progress
  - Prepare analysis of reserves for encumbrances
  - Prepare analysis of retainages payable
  - Prepare amortization and depreciation schedules



## Wrathell, Hunt and Associates, LLC

- Prepare general fixed asset and general long-term debt account groups
- Perform general fixed asset accounting
- Account for assets constructed by or donated to the District for maintenance
- Prepare inventories of District property in accordance with the rules of the Auditor General

### *Special Assessment Methodology Preparation Services*

*Wrathell, Hunt & Associates, LLC* will perform all required special assessment methodology functions of the District, which will include but not be limited to the following:

- Review the District's capital improvement program
- Determine the types of special and general benefits of proposed investments
- Determine which properties within the boundaries of the Districts receive special benefits and which properties receive general benefits
- Determine a fair and reasonable apportionment of the special and peculiar benefits of the District-financed improvements among the properties deriving such benefits
- Based on the determination and apportionment of special and peculiar benefit, calculate a fair and reasonable apportionment of the responsibility to pay the non-ad valorem special assessments resulting from funding of the District's capital improvement plan
- Prepare a Special Assessment Methodology Report for consideration by the Board of the District
- Prepare an assessment roll of all assessable properties within the District
- Present the Special Assessment Methodology Report to the Board at a public meeting and answer any questions pertaining to the Report
- Prepare the Preliminary and Final Assessment Rolls
- Prepare notices advising the property owners of the completion of construction and the amount of the final assessment
- Act as primary contact to answer property owners' questions regarding the capital assessment



## Wrathell, Hunt and Associates, LLC

### **Exhibit B – Fee Schedule**

#### ***General District Items:***

1. District Management. Financial Accounting, Recording and Assessment Roll Services

FEE PROPOSED: **\$48,000 annually**

2. Assessment Methodology Consultant Services

Assessment Methodology Report: **\$25,000**

3. Issuance of Bonds, and Placement of Loans and Other District Indebtedness

FEE PROPOSED **Not to exceed \$35,000 per issue  
(if applicable)**

The following formula shall explain this fee. The fee for the first \$5,000,000 bond issue(s) SHALL BE \$3.00/\$1,000 with a minimum fee of \$10,000. The additional fee for bond issues between \$5,000,000 and \$10,000,000 shall be \$1.00/\$1,000. The fee for bond issues over \$10,000,000 shall be \$.50/\$1,000 of the additional amount. These fees are payable at closing of the bond issue. It is expressly understood that compensation shall be contingent upon completion of financing and if for any reason a financing is not completed, there shall be no compensation owed to **Wrathell, Hunt and Associates, LLC**. For the issuance of Bond Anticipation Notes, the fee is \$10,000 per issuance.

4. Dissemination Agent Services (*if requested*)

FEE PROPOSED **\$1,000 annually per bond issue**

5. Out of Pocket Expenses: **Wrathell, Hunt & Associates, LLC**, shall be reimbursed for **out-of-pocket expenses** incurred in the performance of the services defined herein (i.e. photocopies, postage, mailings, long distance telephone calls, and printing and binding, etc.). **Wrathell, Hunt & Associates, LLC**, will submit monthly invoices to District for work performed and payment shall become due and payable within fifteen (15) days of receipt.

6. Additional Services: Should **Wrathell, Hunt & Associates, LLC**, be requested to provide additional functions on behalf of District, compensation for such services shall be in accordance with the terms mutually agreed to by the parties.

**BEAUMONT  
COMMUNITY DEVELOPMENT DISTRICT**

**3A**

**RESOLUTION 2018-23**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEAUMONT COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE**

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

**WHEREAS**, Chapter 218, Florida Statutes, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

**WHEREAS**, the Board of Supervisors of the District (“**Board**”) accordingly finds that it is in the best interests of the District to establish by resolution the Prompt Payment Policies and Procedures attached hereto as **Exhibit A** for immediate use and application.

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

**1. ADOPTION OF POLICIES.** The Prompt Payment Policies and Procedures attached hereto as **Exhibit A** are hereby adopted pursuant to this resolution as necessary for the conduct of District business. The Prompt Payment Policies and Procedures shall remain in full force and effect until such time as the Board may amend them; provided, however, that as the provisions of Chapter 218, Florida Statutes, are amended from time to time, the attached Prompt Payment Policies and Procedures shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

**2. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**3. EFFECTIVE DATE.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

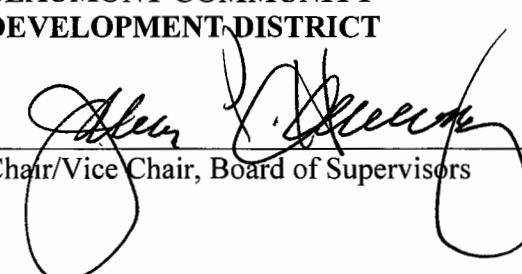
**PASSED AND ADOPTED THIS 29<sup>th</sup> day of May, 2018.**

**ATTEST:**



Secretary/Assistant Secretary

**BEAUMONT COMMUNITY DEVELOPMENT DISTRICT**



Chair/Vice Chair, Board of Supervisors

**Exhibit A:**    Prompt Payment Policies and Procedures

# **BEAUMONT COMMUNITY DEVELOPMENT DISTRICT**

## **Prompt Payment Policies and Procedures**

**In Accordance With the Local Government Prompt Payment Act  
Chapter 218, Part VII, Florida Statutes**

**MAY 29, 2018**

# **Beaumont Community Development District**

## **Prompt Payment Policies and Procedures**

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## **I. Purpose**

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, Florida Statutes) (“PPA”), the purpose of the Beaumont Community Development District (“District”) Prompt Payment Policies and Procedures (“Policies & Procedures”) is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

## **II. Scope**

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

## **III. Definitions**

### **A. Agent**

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

### **B. Construction Services**

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

### **C. Contractor or Provider of Construction Services**

The entity or individual that provides Construction Services through direct contract with the District.

### **D. Date Stamped**

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method, which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the

Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, “Date Stamped” shall mean the date of actual receipt by the Agent.

**E. Improper Invoice**

An invoice that does not conform to the requirements of a Proper Invoice.

**F. Improper Payment Request**

A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

**G. Non-Construction Goods and Services**

All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

**H. Proper Invoice**

An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

**I. Proper Payment Request**

A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

**J. Provider**

Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

**K. Purchase**

The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

**L. Vendor**

Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

## **IV. Proper Invoice/Payment Request Requirements**

### **A. General**

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

### **B. Sales Tax**

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is \_\_\_\_\_. A copy of the tax-exempt form will be supplied to Providers upon request.

### **C. Federal Identification and Social Security Numbers**

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone 561-571-0010, Fax 561-571-0013, email \_\_\_\_\_).

### **D. Proper Invoice for Non-Construction Goods and Services**

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date
4. Invoice number
5. The "Bill To" party must be the District or the Board, or other entity

6. approved in writing by the Board of the District Manager
7. Project name (if applicable)
  7. In addition to the information required in Section IV.D.1-6 above, invoices involving the purchase of goods should also contain:
    - a. A complete item description
    - b. Quantity purchased
    - c. Unit price(s)
    - d. Total price (for each item)
    - e. Total amount of invoice (all items)
    - f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the purchase of services should also contain:
  - a. Itemized description of services performed
  - b. The location and date of delivery of the services to the District
  - c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
  - d. Itemization of other direct, reimbursable costs (including description and amount)
  - e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
    - i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
    - ii. Paid receipt
    - iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

**E. Proper Payment Request Requirements for Construction Services**

Payment Requests must conform to all requirements of Section IV.A.-D., above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Contractor.

**V. Submission of Invoices and Payment Requests**

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

**1. Mailing and Drop Off Address**

Beaumont CDD  
c/o District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

**2. Email Address**

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**VI. Calculation of Payment Due Date**

**A. Non-Construction Goods and Services Invoices**

**1. Receipt of Proper Invoice**

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

**2. Receipt of Improper Invoice**

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required, the time when payment is due from the District is forty-five (45) days from the latest date of the following:

- a. On which delivery of personal property is fully accepted by the District;
- b. On which services are completed and accepted by the District;
- c. On which the contracted rental period begins (if applicable); or
- d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

**3. Rejection of an Improper Invoice**

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

- a. Be provided in writing;
- b. Specify any and all known deficiencies; and
- c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

**4. Payment of Undisputed Portion of Invoice**

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

**B. Payment Requests for Construction Services**

**1. Receipt of Proper Payment Request**

The time at which payment is due for Construction Services from the District is as follows:

- a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Contractor may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

The agreement between the District and the Contractor shall request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Contractor's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

- b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

**2. Receipt and Rejection of Improper Payment Request**

- a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.

- b. The District's rejection of the Improper Payment Request must:
  - 1) Be provided in writing;

- 2) Specify any and all known deficiencies; and
- 3) State actions necessary to correct the Improper Invoice.

- c. If a Contractor submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

3. **Payment of Undisputed Portion of Payment Request**  
If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

## **VII. Resolution of Disputes**

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in § 218.735, Fla. Stat., for Construction Services, and § 218.76, Fla. Stat. for Non-Construction Goods and Services.

### **A. Dispute between the District and a Contractor**

If a dispute between the District and a Contractor cannot be resolved following resubmission of a payment request by the Contractor, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

### **B. Dispute Resolution Procedures**

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager, specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.
2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.

3. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.
4. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars (\$10,000).
5. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.
6. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

## **VIII. Purchases Involving Federal Funds or Bond Funds**

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§ 218.77, Fla. Stat.).

## **IX. Requirements for Construction Services Contracts – Project Completion; Retainage**

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, § 218.735 (7) and (8), Fla. Stat.

## **X. Late Payment Interest Charges**

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

### **A. Related to Non-Construction Goods and Services**

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§ 218.74 (4), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

### **B. Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month, or the rate specified by agreement, whichever is greater. The Contractor must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§ 218.735 (8)(i), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

### **C. Report of Interest**

If the total amount of interest paid during the preceding fiscal year exceeds \$250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§ 218.78, Fla. Stat.).

**BEAUMONT**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4**

## RESOLUTION 2025-06

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF BEAUMONT COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED SPECIAL REVENUE FUND BUDGETS FOR FISCAL YEAR 2023/2024, PROVIDING FOR APPROPRIATIONS; ADDRESSING CONFLICTS AND SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, on August 14, 2023, the Board of Supervisors of Beaumont Community Development District (“**Board**”), adopted Resolution 2023-06 providing for the adoption of the District’s Fiscal Year 2023/2024 annual budget (“**Budget**”); and

**WHEREAS**, the District Manager, at the direction of the Board, has prepared an amended Budget, to reflect changes in the actual appropriations of the Budget; and

**WHEREAS**, Chapters 189 and 190, *Florida Statutes*, and Section 3 of Resolution 2023-06 authorize the Board to amend the Budget during Fiscal Year 2023/2024 or within sixty (60) days following the end of the Fiscal Year 2023/2024; and

**WHEREAS**, the Board finds that it is in the best interest of the District and its landowners to amend the Budget to reflect the actual appropriations; and

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

#### 1. BUDGET AMENDMENT.

- a. The Board has reviewed the District Manager’s proposed amended Budget, copies of which are on file with the office of the District Manager and at the District’s Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The amended Budget attached hereto as **Exhibit A** and incorporated herein by reference as further amended by the Board is hereby adopted in accordance with the provisions of Sections 190.008(2)(a) and 189.016(6), *Florida Statutes*; provided, however, that the comparative figures contained in the amended Budget as adopted by the Board (together, “**Adopted Annual Budget**”) may be further revised as deemed necessary by the District Manager to further reflect actual revenues and expenditures for Fiscal Year 2023/2024.
- c. The Adopted Annual Budget shall be maintained in the office of the District Manager and the District Records Office and identified as “The Adopted Budget for the Beaumont Community Development District for the fiscal year ending

September 30, 2024, as amended and adopted by the Board of Supervisors effective April 14, 2025."

**2. APPROPRIATIONS.** There is hereby appropriated out of the revenues of Beaumont Community Development District, for the fiscal year beginning October 1, 2023, and ending September 30, 2024, the sums set forth in **Exhibit A**, to be raised by special assessments, which sums are deemed by the Board of Supervisors to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the amounts set forth in **Exhibit A**.

**3. CONFLICTS.** This Resolution is intended to amend, in part, Resolution 2023-06, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2023-06 that are not amended by this Resolution apply to the Adopted Annual Budget as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**4. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**5. EFFECTIVE DATE.** This Resolution shall take effect as of April 14, 2025.

Introduced, considered favorably, and adopted this 14<sup>th</sup> day of April, 2025.

**ATTEST:**

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Secretary/Assistant Secretary

**BEAUMONT COMMUNITY DEVELOPMENT  
DISTRICT**

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Chair/Vice Chair, Board of Supervisors

**Exhibit A**  
Amended Fiscal Year 2023/2024 Budget

**BEAUMONT  
COMMUNITY DEVELOPMENT DISTRICT  
AMENDED SPECIAL REVENUE FUND BUDGETS  
FISCAL YEAR 2024  
EFFECTIVE NOVEMBER 30, 2024**

**BEAUMONT**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL REVENUE FUND - SINGLE FAMILY PROGRAM**  
**STATEMENT OF REVENUES, EXPENDITURES,**  
**AND CHANGES IN FUND BALANCES**

	Actual	Adopted Budget	Budget to actual Variance	Proposed Amendment Increase/ (Decrease)	Amended Budget
<b>REVENUES</b>					
Assessment levy: on-roll - net	\$ 279,228	\$ 283,255	\$ 4,027	\$ (4,027)	\$ 279,228
Interest and miscellaneous	-	500	500	(500)	-
Total revenues	<u>279,228</u>	<u>283,755</u>	<u>4,527</u>	<u>(4,527)</u>	<u>279,228</u>
<b>Single Family Program</b>					
Management	36,919	33,000	(3,919)	3,919	36,919
Lifestyles events	9,364	12,000	2,636	(2,636)	9,364
Accounting	1,500	1,500	-	-	1,500
Streetlighting electric	4,306	6,240	1,934	(1,934)	4,306
Streetlighting maintenance	-	2,000	2,000	(2,000)	-
Landscape maintenance	17,543	20,000	2,457	(2,457)	17,543
Tree treatment	4,430	7,160	2,730	(2,730)	4,430
Plant replacement	5,304	5,000	(304)	304	5,304
Irrigation repairs	219	2,500	2,281	(2,281)	219
Pool maintenance	28,612	21,600	(7,012)	7,012	28,612
Gym equipment- PM	1,375	1,000	(375)	375	1,375
Repairs and maintenance	11,208	7,500	(3,708)	3,708	11,208
Electricity	18,403	15,000	(3,403)	3,403	18,403
Gate electricity	3,239	10,000	6,761	(6,761)	3,239
Insurance	25,033	16,000	(9,033)	9,033	25,033
Phone/cable/internet	12,019	6,000	(6,019)	6,019	12,019
Sewer/ water/ propane	4,005	8,000	3,995	(3,995)	4,005
Janitorial	124,965	35,000	(89,965)	89,965	124,965
Pressure washing	15,587	5,000	(10,587)	10,587	15,587
Security monitoring/gates	8,001	10,000	1,999	(1,999)	8,001
Gate repairs and maintenance	15,890	3,500	(12,390)	12,390	15,890
Pest control	3,790	1,200	(2,590)	2,590	3,790
Permits/licenses	275	750	475	(475)	275
Holiday decorating	-	1,000	1,000	(1,000)	-
Supplies	857	3,000	2,143	(2,143)	857
Contingencies	4,877	1,000	(3,877)	3,877	4,877
Capital outlay	-	37,900	37,900	(32,900)	5,000
Reserve study		5,000	5,000	(5,000)	-
Total single family program	<u>357,721</u>	<u>277,850</u>	<u>(79,871)</u>	<u>84,871</u>	<u>362,721</u>
<b>Other fees &amp; charges</b>					
Tax collector	5,579	5,901	322	(322)	5,579
Total expenditures	<u>363,300</u>	<u>283,751</u>	<u>(79,549)</u>	<u>84,549</u>	<u>368,300</u>
Excess/(deficiency) of revenues over/(under) expenditures	(84,072)	4	84,076	(84,076)	(89,072)
Fund balances - beginning	148,893	-	(148,893)	148,893	148,893
Fund balances - ending	<u>\$ 64,821</u>	<u>\$ 4</u>	<u>\$ (64,817)</u>	<u>\$ 64,817</u>	<u>\$ 59,821</u>

**BEAUMONT**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL REVENUE FUND BUDGET - TOWN HOME PROGRAM**  
**STATEMENT OF REVENUES, EXPENDITURES,**  
**AND CHANGES IN FUND BALANCES**

	Actual	Adopted Budget	Budget to actual Variance	Proposed Amendment Increase/ (Decrease)	Amended Budget
<b>REVENUES</b>					
Assessment levy: on-roll - net	\$ 101,431	\$ 102,894	\$ 1,463	\$ (1,463)	\$ 101,431
Interest and miscellaneous	-	500	500	(500)	-
Total revenues	<u>101,431</u>	<u>103,394</u>	<u>1,963</u>	<u>(1,963)</u>	<u>101,431</u>
<b>EXPENDITURES</b>					
<b>Town Home Program</b>					
Accounting	750	750	-	-	750
Streetlighting electricity	-	4,000	4,000	(4,000)	-
Streetlighting maintenance	-	750	750	(750)	-
Landscape maintenance	33,760	16,000	(17,760)	17,760	33,760
Irrigation water	219	500	281	(281)	219
Plant replacement	888	1,000	112	(112)	888
Irrigation repairs	77	1,000	923	(923)	77
Pool maintenance	17,228	13,200	(4,028)	4,028	17,228
Repairs and maintenance	12,631	2,000	(10,631)	10,631	12,631
Electricity	5,488	6,000	512	(512)	5,488
Insurance	-	3,000	3,000	(3,000)	-
Bank fees	-	500	500	(500)	-
Phone/cable/internet	609	2,000	1,391	(1,391)	609
Water/sewer	1,783	2,000	217	(217)	1,783
Janitorial	37,200	10,000	(27,200)	27,200	37,200
ADA site compliance	-	2,000	2,000	(2,000)	-
Security amenity center	5,889	2,500	(3,389)	3,389	5,889
Pest control	760	5,500	4,740	(4,740)	760
Permits/licenses	275	500	225	(225)	275
Pressure Washing	1,500	-	(1,500)	1,500	1,500
Supplies	-	500	500	(500)	-
Contingencies	325	250	(75)	1,075	1,325
Capital outlay	-	22,300	22,300	(22,300)	-
Reserve study	-	5,000	5,000	(5,000)	-
Total town home program	<u>119,382</u>	<u>101,250</u>	<u>(18,132)</u>	<u>19,132</u>	<u>120,382</u>
<b>Other fees &amp; charges</b>					
Tax collector	2,026	2,144	118	(118)	2,026
Total other fees & charges	<u>2,026</u>	<u>2,144</u>	<u>118</u>	<u>(118)</u>	<u>2,026</u>
Total expenditures	<u>121,408</u>	<u>103,394</u>	<u>(18,014)</u>	<u>19,014</u>	<u>122,408</u>
Excess/(deficiency) of revenues over/(under) expenditures	(19,977)	-	19,977	(19,977)	(20,977)
Fund balances - beginning	78,373	56,000	(22,373)	22,373	78,373
Fund balances - ending	<u>\$ 58,396</u>	<u>\$ 56,000</u>	<u>\$ (2,396)</u>	<u>\$ 2,396</u>	<u>\$ 57,396</u>

**BEAUMONT  
COMMUNITY DEVELOPMENT DISTRICT**

**5**

## **RESOLUTION 2025-07**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF BEAUMONT COMMUNITY DEVELOPMENT DISTRICT, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

**WHEREAS**, the Board of Supervisors of Beaumont Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

**WHEREAS**, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1 9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

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

1. **RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** this 14th day of April, 2025.

ATTEST:

**BEAUMONT COMMUNITY DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A**  
Statewide Mutual Aid Agreement



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

## STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

### **ARTICLE I: DEFINITIONS**

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

### **ARTICLE II: APPLICABILITY OF THE AGREEMENT**

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

### **ARTICLE III: INVOCATION OF THE AGREEMENT**

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

### **ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES**

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)<sup>1</sup>.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

### ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

<sup>1</sup> FDEM approved documents such as activity logs and mutual aid forms can be found at:  
[https://portal.floridadisaster.org/projects/FROC/FROC\\_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D](https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D)



# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

### ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

### ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

### ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

### ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elect additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

### ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

### ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

### **ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT**

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.***

*The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.*

*FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.*

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on the date specified below:



# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

### FOR ADOPTION BY A COUNTY

#### STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:  
CLERK OF THE CIRCUIT COURT

By: \_\_\_\_\_

Clerk or Deputy Clerk

BOARD OF COUNTY COMMISSIONERS  
OF \_\_\_\_\_ COUNTY,  
STATE OF FLORIDA

By: \_\_\_\_\_

Chair

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

Approved as to Form:

By: \_\_\_\_\_

County Attorney



# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

### FOR ADOPTION BY A CITY

#### STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:  
CITY CLERK

CITY OF \_\_\_\_\_  
STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to Form:

By: \_\_\_\_\_

City Attorney



# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

### FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

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COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to Form:

By: \_\_\_\_\_

Attorney for Entity



# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

### FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

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COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to Form:

By: \_\_\_\_\_

Attorney for Entity



# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

### FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

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

SCHOOL DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

### FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

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ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
STATE COLLEGE, COMMUNITY  
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
UNIVERISTY,  
STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Clerk

Chairman

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

Approved as to Form:

By: \_\_\_\_\_

Attorney for Board



# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

### FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

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SPECIAL DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

### FOR ADOPTION BY AN AUTHORITY

#### STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES  
OF \_\_\_\_\_  
AUTHORITY,  
STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Clerk

Chairman

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

Approved as to Form:

By: \_\_\_\_\_

Attorney for Board



# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

### FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

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ATTEST:

TRIBAL COUNCIL OF THE  
\_\_\_\_\_ TRIBE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Council Clerk

Chairman

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

Approved as to Form:

By: \_\_\_\_\_

Attorney for Council



# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

### FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA  
DIVISION OF EMERGENCY MANAGEMENT

By: \_\_\_\_\_

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

Kevin Guthrie, Executive Director or  
Ian Guidicelli, Authorized Designee

## BEAUMONT

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**04/14/2025**

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

Approved as to Form:

By: \_\_\_\_\_

Attorney for District



# STATE OF FLORIDA

## DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

### SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. \_\_\_\_\_

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by \_\_\_\_\_

\_\_\_\_\_ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

I certify that the foregoing is an accurate copy of the Resolution adopted by

\_\_\_\_\_ on \_\_\_\_\_. \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_



# STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

**Kevin Guthrie, Executive Director**

**STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT**  
**Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

*All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.*

**BEAUMONT  
COMMUNITY DEVELOPMENT DISTRICT**

**6A**



## Proposal

Proposal No.: 322990  
Proposed Date: 04/03/25

PROPERTY:	FOR:
Beaumont CDD (Common Area) Beaumont CDD CDD Ocala Only 7802 Penrose Place Wildwood, FL 34785	Treatments 33 palm trees around the pool and clubhouse

**Injection:** Arborjet's tree injection technology involves injecting the chosen treatment (insecticide, fertilizer and fungicide) directly into the palm tree's trunk. This allows the treatment to be distributed efficiently throughout the tree's vascular system, providing rapid and targeted relief.

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
<b>Treatments 33 palm trees around the pool and clubhouse</b>					
<b>Arbor Jet for Palm Trees</b>					<b>\$2,620.60</b>
Ima jet	660.00	EA	\$0.80	\$528.00	
Arborjet PHOSPHO-Jet Systemic Fungicide, 1 Liter	660.00	EA	\$0.23	\$151.80	
Arborjet Palm-Jet Palm Nutrition, 1 Liter	660.00	EA	\$0.33	\$217.80	
Arbor Division Labor	26.00	HR	\$65.00	\$1,690.00	
4" Plugs	33.00	EA	\$1.00	\$33.00	
				<b>Total:</b>	<b>\$2,620.60</b>

**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**

**6B**



## Proposal

Proposal No.: **331488**  
Proposed Date: **03/20/25**

PROPERTY:	FOR:
Beaumont CDD (Common Area) Beaumont CDD CDD Ocala Only 7802 Penrose Place Wildwood, FL 34785	Flush cut dead palm tree in the main pool area at the club house

<b>Flush cut dead palm tree in the main pool area at the club house</b>					
ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Site Prep					<b>\$503.47</b>
Debris by the truck	0.25	1	\$350.00	\$87.50	
Tree Removal - Med (Flush Cut)	1.00	CT	\$415.97	\$415.97	
				<b>Total:</b>	<b>\$503.47</b>

**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**

**6C**



## Proposal

Proposal No.: **334282**  
Proposed Date: **04/03/25**

PROPERTY:	FOR:
Beaumont CDD (Common Area) Beaumont CDD CDD Ocala Only 7802 Penrose Place Wildwood, FL 34785	Beaumont CDD palm tree trimming at the club house

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
<b>Beaumont CDD palm tree trimming at the club house</b>					
<b>Plant Material</b>					<b>\$5,909.00</b>
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	
				<b>Total:</b>	<b>\$5,909.00</b>

**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**

**UNAUDITED  
FINANCIAL  
STATEMENTS**

**BEAUMONT  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
FEBRUARY 28, 2025**

**BEAUMONT**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**BALANCE SHEET**  
**GOVERNMENTAL FUNDS**  
**FEBRUARY 28, 2025**

	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-1	Capital Projects Fund Series 2019A-2	Total Governmental Funds
<b>ASSETS</b>									
Cash	\$ 447,116	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 447,116
Investments									
Revenue	-	-	-	335,864	487,897	-	-	-	823,761
Reserve	-	-	-	262,052	212,830	-	-	-	474,882
Prepayment	-	-	-	983	678	-	-	-	1,661
Construction	-	-	-	-	-	-	416	-	416
Interest	-	-	-	136	-	-	-	-	136
Sinking	-	-	-	69	2	-	-	-	71
Bond redemption	-	-	-	755	12	-	-	-	767
Due from Developer	24,337	-	-	-	-	-	-	1,400	25,737
Due from other	1,231	-	-	-	-	-	-	-	1,231
Due from general fund	-	126,723	159,180	2,510	3,975	-	-	-	292,388
Due from SRF - townhome	-	3,166	-	-	-	-	-	-	3,166
Utility deposit	3,557	1,790	-	-	-	-	-	-	5,347
Total assets	<u>\$ 476,241</u>	<u>\$ 131,679</u>	<u>\$ 159,180</u>	<u>\$ 602,369</u>	<u>\$ 705,394</u>	<u>\$ -</u>	<u>\$ 416</u>	<u>\$ 1,400</u>	<u>\$ 2,076,679</u>
<b>LIABILITIES</b>									
Liabilities:									
Accounts payable	\$ 31,485	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,485
Accounts payable - onsite	1,337	85,728	23,853	-	-	-	-	-	110,918
Due to other	-	-	7,110	-	-	3,386	-	-	10,496
Due to SRF - single family	126,723	-	3,166	-	-	-	-	-	129,889
Due to SRF - town home	159,180	-	-	-	-	-	-	-	159,180
Due to debt service fund 2019 area two	2,510	-	-	-	-	-	-	-	2,510
Due to debt service fund 2019-A1	3,975	-	-	-	-	-	-	-	3,975
Due to KLP Beaumont commercial	-	-	-	1,311	-	-	-	-	1,311
Due to KLP Village	-	-	-	-	9,486	-	-	-	9,486
Contracts payable	-	-	-	-	-	1,500	-	4,700	6,200
Tax payable	276	-	-	-	-	-	-	-	276
Developer advance	30,000	-	-	-	-	-	-	-	30,000
Total liabilities	<u>\$ 355,486</u>	<u>85,728</u>	<u>34,129</u>	<u>1,311</u>	<u>9,486</u>	<u>4,886</u>	<u>-</u>	<u>4,700</u>	<u>495,726</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>									
Unearned revenue	-	-	-	-	286	-	-	-	286
Deferred receipts	24,337	-	-	-	-	-	-	1,400	25,737
Total deferred inflows of resources	<u>24,337</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>286</u>	<u>-</u>	<u>-</u>	<u>1,400</u>	<u>26,023</u>
<b>FUND BALANCES</b>									
Assigned:									
Restricted for									
Debt service	-	-	-	601,058	695,622	-	-	-	1,296,680
Capital projects	-	-	-	-	-	(4,886)	416	(4,700)	(9,170)
Unassigned	96,418	45,951	125,051	-	-	-	-	-	267,420
Total fund balances	<u>96,418</u>	<u>45,951</u>	<u>125,051</u>	<u>601,058</u>	<u>695,622</u>	<u>(4,886)</u>	<u>416</u>	<u>(4,700)</u>	<u>1,554,930</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 476,241</u>	<u>\$ 131,679</u>	<u>\$ 159,180</u>	<u>\$ 602,369</u>	<u>\$ 705,394</u>	<u>\$ -</u>	<u>\$ 416</u>	<u>\$ 1,400</u>	<u>\$ 2,076,679</u>

**BEAUMONT  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 4,121	\$ 381,345	\$ 428,940	89%
Total revenues	<u>4,121</u>	<u>381,345</u>	<u>428,940</u>	89%
 <b>Professional &amp; administrative</b>				
Supervisor fees	861	4,091	12,600	32%
Management/accounting/recording	4,000	20,000	48,000	42%
Legal	1,434	8,653	25,000	35%
Engineering	-	-	2,500	0%
Audit	-	-	3,100	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	417	1,000	42%
Trustee	-	-	10,500	0%
Telephone	17	83	200	42%
Postage	383	874	500	175%
Printing & binding	42	208	500	42%
Legal advertising	-	391	1,500	26%
Annual special district fee	-	175	175	100%
Insurance	1,944	10,597	6,817	155%
Contingencies/bank charges	55	381	5,000	8%
Website				
Hosting & maintenance	-	-	705	0%
ADA site compliance	-	210	210	100%
Tax collector	-	7,539	8,936	84%
Supplies	-	-	300	0%
Total professional & administrative	<u>8,819</u>	<u>53,619</u>	<u>128,293</u>	42%

**BEAUMONT  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>Field operations (shared)</b>				
Management	18,158	19,358	40,000	48%
Security amenity center	895	4,475	500	895%
Stormwater management				
Lake maintenance	1,650	4,125	10,000	41%
Stormwater Repairs	5,065	78,395	-	N/A
Preserve maintenance	-	-	3,500	0%
Streetlighting				
Maintenance contract	149	605	2,000	30%
Electricity	-	-	5,000	0%
Irrigation supply				
Maintenance contract	-	219	3,000	7%
Electricity	2,932	14,338	8,000	179%
Repairs and maintenance	-	-	2,500	0%
Monuments and street signage				
Repairs and maintenance	1,155	1,155	1,000	116%
Electricity	-	-	1,250	0%
Landscape maint. entries/buffers				
Maintenance contract	-	89,120	174,400	51%
Mulch	-	49,831	-	N/A
Plant replacement	-	-	5,000	0%
Tree treatment	-	-	5,000	0%
Irrigation repairs	-	-	2,000	0%
Fertilization & pest control	60	60	-	N/A
Roadway maintenance	-	-	2,500	0%
Total field operations	<u>30,064</u>	<u>261,681</u>	<u>265,650</u>	99%
Total expenditures	<u>38,883</u>	<u>315,300</u>	<u>393,943</u>	80%
Excess/(deficiency) of revenues over/(under) expenditures	(34,762)	66,045	34,997	
Fund balances - beginning	131,180	30,373	140,314	
Fund balances - ending	<u>\$ 96,418</u>	<u>\$ 96,418</u>	<u>\$ 175,311</u>	

**BEAUMONT**  
**COMMUNITY DEVELOPMENT DISTRICT**  
**SPECIAL REVENUE FUND - SINGLE FAMILY PROGRAM**  
**STATEMENT OF REVENUES, EXPENDITURES,**  
**AND CHANGES IN FUND BALANCES**  
**FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 2,701	\$ 249,916	\$ 281,108	89%
Landowner contribution	-	73,085	-	N/A
Interest and miscellaneous	-	-	500	0%
Total revenues	<u>2,701</u>	<u>323,001</u>	<u>281,608</u>	115%
 <b>Single Family Program</b>				
Management	-	-	30,000	0%
Lifestyles events	-	450	6,000	8%
Accounting	125	625	1,500	42%
Streetlighting electric	1,027	3,976	6,240	64%
Streetlighting maintenance	-	945	2,000	47%
Landscape maintenance	-	-	21,800	0%
Tree treatment	-	-	7,160	0%
Plant replacement	-	-	5,000	0%
Irrigation repairs	-	219	2,500	9%
Pool maintenance	1,980	12,010	21,600	56%
Gym equipment- PM	-	-	1,000	0%
Repairs and maintenance	3,401	6,289	7,500	84%
Electricity	995	4,238	15,000	28%
Gate electricity	-	543	4,000	14%
Insurance	-	31,073	26,000	120%
Phone/cable/internet	1,955	5,349	6,000	89%
Sewer/ water/ propane	748	1,506	6,000	25%
Janitorial	-	12,045	35,000	34%
Pressure washing	-	5,000	5,000	100%
Security monitoring/gates	-	-	14,000	0%
Gate repairs and maintenance	-	-	3,500	0%
Pest control	400	1,070	1,200	89%
Permits/licenses	-	-	750	0%
Holiday decorating	-	-	1,000	0%
Supplies	-	-	3,000	0%
Contingencies	-	-	3,000	0%
Capital outlay	-	-	35,000	0%
Reserve study	-	-	5,000	0%
Total single family program	<u>10,631</u>	<u>85,338</u>	<u>275,750</u>	31%
 <b>Other fees &amp; charges</b>				
Tax collector	-	4,940	5,856	84%
Total other fees & charges	<u>-</u>	<u>4,940</u>	<u>5,856</u>	84%
Total expenditures	<u>10,631</u>	<u>90,278</u>	<u>281,606</u>	32%
 Excess/(deficiency) of revenues over/(under) expenditures	(7,930)	232,723	2	
 Fund balances - beginning	53,881	(186,772)	68,797	
Fund balances - ending	<u>\$ 45,951</u>	<u>\$ 45,951</u>	<u>\$ 68,799</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 FEBRUARY 28, 2025**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 921	\$ 85,203	\$ 95,837	89%
Interest and miscellaneous	-	-	500	0%
Total revenues	<u>921</u>	<u>85,203</u>	<u>96,337</u>	88%
<b>EXPENDITURES</b>				
<b>Town Home Program</b>				
Accounting	63	313	750	42%
Streetlighting electricity	-	-	4,000	0%
Streetlighting maintenance	-	-	750	0%
Landscape maintenance	-	-	17,440	0%
Irrigation water	-	-	500	0%
Plant replacement	-	-	1,000	0%
Irrigation repairs	-	219	1,000	22%
Pool maintenance	1,210	6,609	13,600	49%
Repairs and maintenance	-	1,159	2,000	58%
Electricity	398	1,803	6,000	30%
Insurance	-	-	5,000	0%
Bank fees	-	-	500	0%
Phone/cable/internet	-	-	1,500	0%
Water/sewer	322	833	2,000	42%
Janitorial	-	3,600	10,000	36%
Pressure washing	-	1,500	2,000	75%
Security amenity center	125	376	1,000	38%
Pest control	330	450	1,500	30%
Permits/licenses	-	-	500	0%
Supplies	-	-	500	0%
Contingencies	-	-	250	0%
Capital outlay	-	-	22,300	0%
Reserve study	-	-	250	0%
Total town home program	<u>2,448</u>	<u>16,862</u>	<u>94,340</u>	18%
<b>Other fees &amp; charges</b>				
Tax collector	-	1,685	1,997	84%
Total other fees & charges	<u>-</u>	<u>1,685</u>	<u>1,997</u>	84%
Total expenditures	<u>2,448</u>	<u>18,547</u>	<u>96,337</u>	19%
Excess/(deficiency) of revenues over/(under) expenditures	(1,527)	66,656	-	
Fund balances - beginning	126,578	58,395	90,700	
Fund balances - ending	<u>\$ 125,051</u>	<u>\$ 125,051</u>	<u>\$ 90,700</u>	

**BEAUMONT  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2019 BONDS  
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 2,510	\$ 232,274	\$ 261,264	89%
Interest	1,864	8,574	-	N/A
Total revenues	<u>4,374</u>	<u>240,848</u>	<u>261,264</u>	92%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	50,000	50,000	100%
Interest	-	98,972	202,088	49%
Total debt service	<u>-</u>	<u>148,972</u>	<u>252,088</u>	59%
<b>Other fees &amp; charges</b>				
Tax collector	-	4,592	5,443	84%
Total other fees and charges	<u>-</u>	<u>4,592</u>	<u>5,443</u>	84%
Total expenditures	<u>-</u>	<u>153,564</u>	<u>257,531</u>	60%
Excess/(deficiency) of revenues over/(under) expenditures	4,374	87,284	3,733	
Fund balances - beginning	596,684	513,774	504,767	
Fund balances - ending	<u>\$ 601,058</u>	<u>\$ 601,058</u>	<u>\$ 508,500</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 FEBRUARY 28, 2025**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll - net	\$ 3,975	\$ 367,858	\$ 418,043	88%
Assessment prepayments	-	9,753	-	N/A
Interest	2,143	9,456	-	N/A
<b>Total revenues</b>	<b>6,118</b>	<b>387,067</b>	<b>418,043</b>	<b>93%</b>
 <b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	105,000	105,000	100%
Principal prepayment	10,000	25,000	-	N/A
Interest	140	149,978	298,519	50%
<b>Total debt service</b>	<b>10,140</b>	<b>279,978</b>	<b>403,519</b>	<b>69%</b>
 <b>Other fees &amp; charges</b>				
Tax collector	-	7,273	8,709	84%
Total other fees and charges	-	7,273	8,709	84%
<b>Total expenditures</b>	<b>10,140</b>	<b>287,251</b>	<b>412,228</b>	<b>70%</b>
 Excess/(deficiency) of revenues over/(under) expenditures	 (4,022)	 99,816	 5,815	
 Fund balances - beginning	 699,644	 595,806	 590,970	
 Fund balances - ending	 <b>\$ 695,622</b>	 <b>\$ 695,622</b>	 <b>\$ 596,785</b>	

**BEAUMONT  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2019 BONDS  
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	<u>Current Month</u>	<u>Year To Date</u>
<b>REVENUES</b>		
Interest	\$ -	\$ -
Total revenues	- - - -	- - - -
<b>EXPENDITURES</b>		
Total expenditures	- - - -	- - - -
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	(4,886)	(4,886)
Fund balances - ending	<u>\$ (4,886)</u>	<u>\$ (4,886)</u>

**BEAUMONT  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2019 A-1 BONDS  
FOR THE PERIOD ENDED FEBRUARY 28, 2025**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ 1	\$ 5
Total revenues	<u>1</u>	<u>5</u>
<b>EXPENDITURES</b>		
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	1	5
Fund balances - beginning	415	411
Fund balances - ending	<u>\$ 416</u>	<u>\$ 416</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 FEBRUARY 28, 2025**

	Current Month	Year To Date
	\$	\$
<b>REVENUES</b>		
Total revenues	-	-
	-	-
	-	-
<b>EXPENDITURES</b>		
Total expenditures	-	-
	-	-
	-	-
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**

5 The Board of Supervisors of the Beaumont Community Development District held a  
6 Regular Meeting on March 3, 2025 at 1:30 p.m., at 7764 Penrose Place, Wildwood, Florida 34785.

## Present:

Ann Judy	Chair
Joseph Vitalo	Vice Chair
Gary Smith	Assistant Secretary
Carol Michaels	Assistant Secretary
Ariane Williams	Assistant Secretary

### Also present:

Antonio Shaw	District Manager
Bennett Davenport (via telephone)	District Counsel
Tammy Collins	Onsite Operations Manager
Alex Honka	Ingenium Enterprises
Gene Carmenini	Resident
Sheryl Carmenini	Resident
Natalie Nahid	Resident
George Michaels	Resident
Corrine Perez	Resident

## **FIRST ORDER OF BUSINESS**

## Call to Order/Roll Call

Mr. Shaw called the meeting to order at 1:33 p.m. All Supervisors were present.

## Consideration of Wildwood Panda Replat

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

34 Mr. Alex Honka, of Ingenium Enterprises, presented a replat of Sundance Extension West  
35 Lots 247.1 and 247.2 for Board consideration.

36              Asked about the purpose of the replat, Mr. Davenport stated Staff prepared the  
37 document, and the replat essentially splits the one lot into two lots. This contemplates alteration  
38 of the roadway that otherwise impacts the District's interest in nearby tracts of land. He checked  
39 with a consultant to ensure the lots do not have any assessments or True-up payments. From a

40 legal perspective, his office has no objections to the replat. In response to Ms. Michaels' question,  
41 Mr. Honka stated he is uncertain what the owner plans to do with the lot.

42 Discussion ensued regarding the reason for the replat, lot ownership, exact location of  
43 the lots, if the additional lot will be vacant or repurposed, if the CDD or the City can regulate land  
44 use, if approving the replat will adversely impact the CDD, if the replat would change the  
45 assessment amount required for payment, the Methodology and ownership and maintenance of  
46 Sundance roads.

47

48 **On MOTION by Ms. Judy and seconded by Ms. Michaels, with all in favor, the**  
49 **replat of Sundance Extension West Lots 247.1 and 247.2, was approved.**

50

51

52 **SECOND ORDER OF BUSINESS**

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

55 No members of the public spoke.

56

57 **THIRD ORDER OF BUSINESS**

58 **Consideration of Wildwood Panda Replat**

59 This item was addressed following the First Order of Business.

60

61 **FOURTH ORDER OF BUSINESS**

62 **Consideration of Element Service Solutions  
63 Proposal #9181 Paver Trip Hazard  
64 Remediation**

65 Mr. Shaw presented the Element Service Solutions Proposal #9181 for Paver Trip Hazard  
66 Remediation.

67 Discussion ensued regarding the scope of work, the vendor, if the paver repairs are a  
68 common occurrence, the budget and a funding source.

69 It was noted that funds would be drawn from the Single-family repair and maintenance  
70 line item.

72 **On MOTION by Mr. Vitalo and seconded by Ms. Judy, with all in favor, Element**  
73 **Service Solutions Proposal #9181 for Paver Trip Hazard Remediation, in the**  
74 **amount of \$1,527, to be drawn from the Single-Family budget, was approved.**

75

76

77 **FIFTH ORDER OF BUSINESS**78 **Discussion: Community Communication  
and Engagement**

79  
80 Ms. Judy distributed a handout of a Monthly Newsletter and recalled a recent Board  
81 discussion about developing goals and objectives. One specific goal is to foster better  
82 communication with homeowners and residents. She discussed the misinformation on the  
83 Facebook page, particularly involving the new parking rules and the restrooms being down. She  
84 proposed drafting and disseminating a monthly newsletter with general information to dispel  
85 misinformation about CDD projects and business.

86 Discussion ensued regarding the untruths and negativity on the Facebook page, if there  
87 could be a managed Facebook page, how best to avoid Sunshine Law violations,  
88 misinterpretation of the meeting minutes in relation to the parking permit, the real reason why  
89 the restrooms were down for as long as they were, irrigation issues with Juniper, logistics of  
90 drafting and circulating a newsletter and ensuring that renters receive the newsletter as well.

91 Mr. Shaw voiced his opinion that the Facebook page should be ignored and residents  
92 should contact him or Ms. Collins directly, with CDD concerns, as well attending meetings. Ms.  
93 Judy noted that the majority of residents work during the day and cannot attend meetings, so  
94 they rely on misinformation on the Facebook page; however, she believes a newsletter would  
95 dispel that. She thinks a newsletter could be transmitted via an eblast. The consensus was to  
96 proceed with the monthly newsletter.

97 Ms. Judy will draft the newsletter a few days after each Board meeting and forward it to  
98 District Counsel for review and approval. District Counsel will then forward the approved  
99 document to Ms. Collins for dissemination to homeowners and residents via e-blast through the  
100 RealManage portal and/or by posting hardcopies on the community bulletin Boards.

101

102 **SIXTH ORDER OF BUSINESS**103 **Discussion: Gym Restrooms**

104 Ms. Collins stated she included this as a discussion item on the agenda in case additional  
105 funding was needed for the restroom repairs. Fortunately, no additional funding was needed.

106 Asked if the restrooms were flushed, Ms. Collins replied affirmatively and suggested  
107 budgeting for annual routine drainage cleaning of the restrooms for preventative maintenance  
108 purposes.

109

110 **SEVENTH ORDER OF BUSINESS**Ratification of CSS Clean Star Services of  
Central Florida, Inc. Agreement for  
Clubhouse Cleaning Services

111

114 Mr. Shaw presented the Agreement for Clubhouse Cleaning Services. Mr. Davenport  
115 stated the Agreement was previously executed, in connection with the direction provided by the  
116 Board at the last meeting to enter into an agreement with this vendor.

117

118 **On MOTION by Ms. Judy and seconded by Ms. Michaels, with all in favor, the**  
119 **CSS Clean Star Services of Central Florida, Inc. Agreement for Clubhouse**  
120 **Cleaning Services, was ratified.**

121

122

123 **EIGHTH ORDER OF BUSINESS**Acceptance of Unaudited Financial  
Statements

124

125

126 Mr. Shaw presented the following:

127 **A. as of November 30, 2024**

128 **B. as of December 31, 2024**

129 **C. as of January 31, 2025**

130 Mr. Vitalo noted that, since this is early March, there are no February statements, and  
131 confirmed that, after the last meeting, he emailed Mr. Shaw regarding the November 2024  
132 budget. Mr. Shaw then facilitated a call with Mr. Jeff Pinder, the Controller at District  
133 Management's office. Mr. Vitalo stated he spoke with Mr. Pinder mainly regarding government  
134 accounting standards, the Pillars Group and the bonds. He read the following follow-up note from  
135 Mr. Pinder:

136 "With regards to Pillars invoices and payments, we will send you that info on Monday.  
137 Everything relating to Fiscal Year 2024 and prior was posted to 09.30.24 in the general ledger.  
138 We are waiting to see if the Auditor wants to adjust Fiscal Year 2024 beginning fund balance for  
139 the invoices that relate to the prior fiscal years or keep them all in Fiscal Year 2024. Regardless,  
140 we will send you a breakdown of all the Pillars Group invoices by the fiscal year and a listing of  
141 payments that have been made to Pillars Group and we will note when the payments were  
142 made."

143 In response to Mr. Vitalo's question regarding where the CDD stands on obtaining funding  
144 for past invoices, Mr. Davenport stated the possibility of obtaining funds from the Developer  
145 would be predicated on the existence of a deficit funding agreement between the Developer and

146 the District during the fiscal years in question. He explained that, when the District was first  
147 established, it did not levy or collect assessments, because there was only one landowner and  
148 the District entered into an agreement with the Developer; whereby, the Developer agreed to  
149 fund the expenditures incurred during the course of the year. So, in the period where the CDD  
150 was invoiced by the Pillars Group, there was no agreement/legal instrument with the Developer  
151 in place. Regarding disputable invoices submitted by the Pillars Group, recently, Staff and the  
152 Board Chair conferred and, after the call, it was agreed that there was no real reason to dispute  
153 that the standard ongoing services, contemplated under the addendum in the contract, were  
154 rendered and there are no grounds to withhold payment. Regarding invoices submitted outside  
155 the scope of the ongoing services contemplated in the addendum, such as pressure washing, the  
156 Board never agreed or consented to have the Pillars Group perform those and a decision was  
157 made to send the Pillars Group a letter identifying the specific invoices for standard ongoing  
158 services that will be paid and invoices for services rendered outside the scope of the addendum  
159 that will not be paid.

160 Mr. Vitalo voiced his belief that the CDD owes the Pillars Group over \$100,000 in  
161 undisputed payments and a total amount of \$18,619.99 in disputed payments for work  
162 performed outside of the scope of the contract over the years. He discussed Mr. Pinder's  
163 comments about reserves, the bonds and the lack of completion signatures on the three capital  
164 projects constructed with bond funds. Mr. Davenport explained that, once projects are  
165 completed, the Trust Indenture typically requires the Board to sign the completion paperwork.  
166 This should have been done already but he will look through his records for the documents and  
167 report back. Mr. Vitalo stated there is an outstanding \$9,000 related to the lack of signatures and  
168 the Board needs closure on this item.

169 Discussion ensued regarding the Trustee, building a reserve fund in the budget, a reserve  
170 study, capital project line items, whether to take out a loan to pay the undisputed amount owed  
171 to the Pillars Group, reduced governmental interest rates, why District Management did not  
172 request invoices from the Pillars Group sooner, if the CDD is legally bound to pay the Pillars Group  
173 since they did not forward the invoices when asked, why District Management did not cancel the  
174 Pillars Group contract when the Pillars Group failed to submit invoices, the general ledger,  
175 establishing a payment plan with the Pillars Group and it being prudent for the CDD to avoid a  
176 lawsuit with the Pillars Group.

177        Mr. Davenport will draft a letter to the Pillars Group about the Board's decision to  
178    approve certain invoices and reject certain invoices and negotiate a payment with same. He will  
179    follow up with Mr. Pinder about building a reserve fund in the budget.

180

181        **On MOTION by Ms. Vitalo and seconded by Mr. Smith, with all in favor,**  
182    **authorizing District Counsel to draft a letter to the Pillars Group related to the**  
183    **Board's decision to approve and reject certain outstanding invoices and**  
184    **authorizing Staff to initiate negotiations to resolve the dispute with the**  
185    **coordination of the Chair, was approved.**

186

187        **On MOTION by Mr. Vitalo and seconded by Ms. Judy, with all in favor, the**  
188    **Unaudited Financial Statements as of November 30, 2024, December 31, 2024**  
189    **and January 31, 2025, were accepted.**

190

191

192        **NINTH ORDER OF BUSINESS**

193        **Approval of February 10, 2025 Regular**  
194        **Meeting Minutes**

195        **On MOTION by Mr. Vitalo and seconded by Ms. Judy, with all in favor, the**  
196    **February 10, 2025 Regular Meeting Minutes, as presented, were approved.**

197

198

199        **TENTH ORDER OF BUSINESS**

200        **Staff Reports**

201        **A.      District Counsel: Kutak Rock LLP**

202        Mr. Davenport reported the following:

203        ➤      Updates on any developments regarding the Pillars Group will be provided in between  
204    meetings. The Board will be involved in each stage of the process.

205        ➤      Regarding District contracts, the District Manager is the official records custodian, so the  
206    records are being stored at the District Manager's administrative offices. Mr. Davenport stated  
207    he has access to certain records and keeps all the contracts on a chart that can be forwarded to  
208    the Board Members.

209        Mr. Davenport responded to questions regarding the amendments to the  
210    Evergreen/RealManage Agreement and the pool, landscaping and security contracts.

211        Per Ms. Judy, Mr. Davenport will email an updated list of all the contracts to the Board.

212        ➤      The owner of Lot 249 contacted Staff to discuss erecting signage on the lot and asked for  
213    the Board to terminate/abandon the easement.

214

On MOTION by Mr. Smith and seconded by Mr. Vitalo, with all in favor, authorizing the Chair to coordinate with District Counsel and to sign off on terminating the easement on Lot 249, was approved.

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

There was no report.

## C. Field Operations Manager: RealManage, LLC

- **Status Report**

Ms. Collins presented the February Field Operations Status Report.

**D. District Manager: Wrathell, Hunt and Associates, LLC**

• **NEXT MEETING DATE: April 14, 2025 at 1:30 PM**

## ○ QUORUM CHECK

## **ELEVENTH ORDER OF BUSINESS**

## Board Members' Comments/Requests

Mr. Vitalo voiced dissatisfaction with how the outstanding Pillars Group invoices were paid and expressed his opinion that the Board should consider engaging new District management.

Mr. Davenport stated that the Board can authorize District Counsel to prepare and circulate an informal Request for Proposals (RFP) for District Management Services and solicit responses from some District Management companies with whom they are familiar.

Discussion ensued regarding the District Management contract and whether to change Management companies.

Mr. Shaw will include discussion of the District Management Contract on the next agenda.

## **TWELFTH ORDER OF BUSINESS**

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

No members of the public spoke.

## **THIRTEENTH ORDER OF BUSINESS**

## Adjournment

On MOTION by Ms. Judy and seconded by Mr. Vitalo, with all in favor, the meeting adjourned at 3:45 p.m.

250  
251  
252  
253  
254

---

255 Secretary/Assistant Secretary

---

Chair/Vice Chair

**BEAUMONT  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS**

**C**

# REALMANAGE

FAMILY OF BRANDS

TO: Beaumont CDD Board of Supervisors  
FROM: Tammy Collins -Manager  
DATE: April 07, 2025  
SUBJECT: Status Report – Field Operations

---

## **LANDSCAPING:**

- Juniper is cutting and trimming every week and we are now back to full staff
- Annuals are being replaced
- SECO- damaged front entrance areas by Penrose Gates and entrance by Sundance Apartments. Once work is completed SECO claims will be out to assess damage for repair. All entrance landscape on hold until work completed-Seco continues to work in area.

## **IRRIGATION:**

- Irrigation has been replaced and now fully functioning

## **GATES:**

- Gates are fully functional
- Walking gates need repair

## **CLUBHOUSE:**

- Guardian returning to look at door for better entry. On Hold till April
- Cleaning company- CSS started doing a good job and providing bids to powerwash deck.

## **POOL:**

- Pool gate hinges replaced at North and adjusted in Townhomes
- Loose pavers fixed
- Faulty light under patio Element repaired
- Dead palm tree in corner – Juniper provided bid to remove.
- Palms in pool need trimming and injections.

## **GYM:**

- Bathrooms have been fixed continue to monitor blockage. Signs have been put up not to flush paper towels and other items

**INSURANCE CLAIMS:**

- Townhome Wall- Insurance check received and attorney drafting contracts for vendors to schedule repair.

**LIGHTS:**

- Maddy Electric got half the lights working. Waiting for call and bid for rest of work needed. We have discovered that two covers are missing and need to be replaced. Tammy searching for those.

**SIGNS:**

- There are 6 missing Wild animal signs- Signs ready for pick up
- Speed limit signs (10) working with Wildwood to have installed – Signs Ordered
- Ordering Management signs for Gym and entrances of the community. -Signs Ordered. Ready for pick up

**TOWING**

- Towing has started

**BEAUMONT  
COMMUNITY DEVELOPMENT DISTRICT**

**STAFF  
REPORTS**

**D**

<b>BEAUMONT COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE</b>		
<b>LOCATION</b> <i>7764 Penrose Place, Wildwood, Florida 34785</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 7, 2024*	Regular Meeting	1:30 PM
November 4, 2024*	Landowners' Meeting & Regular Meeting	1:30 PM
December 9, 2024	Regular Meeting	1:30 PM
January 13, 2025	Regular Meeting	1:30 PM
February 10, 2025	Regular Meeting	1:30 PM
March 3. 2025	Regular Meeting	1:30 PM
March 10, 2025 <i>rescheduled to March 3, 2025</i>	Regular Meeting	1:30 PM
April 14, 2025	Regular Meeting	1:30 PM
May 12, 2025	Regular Meeting <i>Presentation of FY26 Proposed Budget</i>	1:30 PM
June 9, 2025	Regular Meeting	1:30 PM
July 14, 2025	Regular Meeting	1:30 PM
August 11, 2025	Public Hearing & Regular Meeting <i>Adoption of FY26 Proposed Budget</i>	1:30 PM
September 8, 2025	Regular Meeting	1:30 PM

**Exceptions**

*\*The October and November meeting dates are one (1) week earlier to accommodate the Columbus Day and Veterans Day holidays, respectively.*