

Beach Community Development District

12051 Corporate Boulevard,
Orlando, FL 32817
407-382-3256
FAX 407-382-3254

Dear Board Members:

The meeting of the Board of Supervisors of Beach Community Development District will be held **Thursday, July 20, 2017 at 11:00 a.m.** at the offices of ICI Homes 14785 Old St. Augustine Road, Suite 3, Jacksonville, FL 32258. The following is the agenda for this meeting.

Call in number: 1-877-864-6450

Passcode: 974058

Board of Supervisors' Meeting

A. Business Matters

- Call to Order
- Roll Call
- Public Comment Period (for any members of the public desiring to speak on a specific proposition before the Board)
 1. Consideration of Letter of Resignation from David Haas and Naming a Replacement Supervisor for Seat 3
 2. Consideration of Minutes of the April 6, 2017 Board of Supervisors Meeting
 3. Consideration of Resolution 2017-08, Adopting the Fiscal Year 2018 Budget and Appropriating Funds
 - a. Public Comments and Testimony
 - b. Board Comments
 - c. Consideration of Resolution 2017-08 (*exhibit provided under separate cover*)
 4. Consideration of Resolution 2017-09, Adopting an Assessment Roll for Fiscal Year 2018 and Certifying Special Assessments for Collection (*exhibits provided under separate cover*)
 5. Consideration of Resolution 2017-10, Designating a Primary Administrative Office
 6. Consideration of Lake Doctors Contract Renewal and Authorizing Counsel to Draft Renewal Agreement
 - Discussion Regarding Water Slide Height
 7. Ratification of Payment Authorization Nos. 43 - 51
 8. Review of District Financial Statements

B. Other Business

- Staff Reports
 - Attorney
 - Engineer
 - Manager – Next meeting – August 3, 2017

 - Audience Comments and Supervisors Requests

C. Adjournment

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Letter of Resignation and Oath of Office

Jill Cupps-Burns

From: David Haas <DHaas@icihomes.com>
Sent: Wednesday, June 7, 2017 11:29 AM
To: Jill Cupps-Burns
Subject: Tamaya CDD

Please be advised that as of June 6, 2017, I hereby resign as a member of the Beach CDD Board.

David Haas

**BEACH
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
OATH OF OFFICE**

I, _____, A CITIZEN OF THE STATE OF FLORIDA AND OF THE UNITED STATES OF AMERICA, AND BEING EMPLOYED BY OR AN OFFICER OF BEACH COMMUNITY DEVELOPMENT DISTRICT AND A RECIPIENT OF PUBLIC FUNDS AS SUCH EMPLOYEE OR OFFICER, DO HEREBY SOLEMNLY SWEAR OR AFFIRM THAT I WILL SUPPORT THE CONSTITUTION OF THE UNITED STATES AND OF THE STATE OF FLORIDA.

Board Supervisor

ACKNOWLEDGMENT OF OATH BEING TAKEN

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing oath was administered before me this 20th day of July, 2017, by _____, who personally appeared before me, and is personally known to me or has produced _____ as identification, and is the person described in and who took the aforementioned oath as a Member of the Board of Supervisors of Beach Community Development District and acknowledged to and before me that he/she took said oath for the purposes therein expressed.

(NOTARY SEAL)

Notary Public, State of Florida

Print Name: _____

Commission No.: _____ Expires: _____

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Minutes
April 6, 2017
Board of Supervisors Meeting

MINUTES OF MEETING

*Beach Community Development District
Board of Supervisors Meeting
Thursday, April 6, 2017 at 11:00 a.m.
ICI Homes
14785 Old St. Augustine Road Suite 3,
Jacksonville, FL 32258*

Present and constituting a quorum:

Kelly McCarrick	Board Member
Andy Hagan	Board Member
David Haas	Board Member
Laurel Carman	Board Member

Also present were:

Wes Haber	Hopping Green & Sams	
Preston Doub	District Engineer – ETM	
Jill Burns	Fishkind & Associates	
Mike Veazey	ICI Homes	
BG Lloyd	Leland Management	
Shayne Martin	Resident	
Gina Martin	Resident	
Joan Ruggiero	Resident	
Robert Chamberlain	Resident	(via phone)
Greg Nethers	Resident	(via phone)
Maria Tondi	Resident	(via phone)
Kimberly Bryan	Petticoat Schmidt	(via phone)
Jen Walden	Fishkind & Associates	(via phone)

FIRST ORDER OF BUSINESS

Business Matters

Call to Order

The meeting was called to order and roll call was initiated. Quorum was established with the attendance of Board Members Kelly McCarrick, Andy Hagan, David Haas, and Laurel Carman. Others in attendance are listed above.

Public Comment Period

Ms. Burns explained that this public comment period is for anyone who is in attendance that is a member of the public who has any comments on any of the agenda items listed. Each person has 3 minutes to speak. Ms. Burns requested that if a member of the public has a comment or concerns that are not one of the items listed on the agenda to wait until the audience comment section at the end of the meeting and they would also have 3 minutes to speak and noted that they cannot transfer their time to another person.

Ms. Bryan with Petticoat Schmidt Civil Contractors had a comment about the consideration of proposals submitted in response to the RFP for Parcels C/D Phase 2 & Phase 3 Infrastructure Construction. She encouraged the board to do a very detailed review with the bid proposals that were submitted. There is a known variance in the interpretation of the bidding documents amongst the bidders and she encouraged a good review and analysis of the bids.

There were no other public comments.

Consideration of Minutes from the March 2, 2017 Board of Supervisors Meeting

The Board reviewed the minutes from the March 2, 2017 Board of Supervisors meeting. Mr. Haber had a few minor corrections that he will submit to Ms. Burns after the meeting.

On MOTION by Mr. Haas, seconded by Mr. Hagan, with all in favor, the Board approved the minutes from the March 2, 2017 Board of Supervisors meeting, subject to corrections from counsel.

Consideration of Resolution 2017- 07, Approving a Preliminary Budget for Fiscal Year 2018 and Setting a Public Hearing Date

Ms. Burns explained the budgeting process to the members of the public. The budget in the agenda is similar to the buildout budget that everyone was mailed last year. This

budget is substantially the same as the buildout projected budget to operate the amenity center for a full fiscal year. Ms. Burns suggested July 6, 2017 as the date of the public hearing. Ms. McCarrick suggested changing that meeting date because it falls on a holiday week and she is concerned about having a quorum. The meeting date will be changed to July 20, 2017 at 11:00 a.m. Ms. Burns requested a motion to approve Resolution 2017-07.

On MOTION by Mr. Haas, seconded by Mr. Hagan, with all in favor, the Board approved Resolution 2017-07, Approving a Preliminary Budget for Fiscal Year 2018 and setting the public hearing for July 20, 2017 at 11:00 a.m.

**Consideration of Proposals
Submitted in response to the RFP
for Parcel C/D Phase 2 & Phase 3
Infrastructure Construction**

Mr. Doub passed out a summary of the bids. The District received 6 bids. The base bid ranged from \$4,900,000.00-\$7,600,000.00 and the schedules ranged for Phase 2 & Phase 3 from 245 days- 344 days. He looked at the alternates in the bid and also the option for Phase 3 to be also awarded and with all the different combinations AJ Johns came out at the lowest price. He went through all of the individual bids items and there were no issues. He went through all of the required documents and saw a couple minor issues but nothing of significance. Mr. Doub explained the potential scoring and noted the A J Johns scored 1st, Barco 2nd, Coxwell 3rd, Petticoat 4th, Besch & Smith 5th, and Watson Civil 6th. Mr. Haber recommended a motion to authorize District staff to issue a Notice of Intent to award the contract to A J Johns. There is a 72-hour period to wait for other notices or protests then the District can begin the process of awarding and entering into that contract with A J Johns. Mr. Haber said that the Board will want to identify if their intent is to award the Phase 2 and they want to have the right not the obligation to do the Phase 3 and noted that the District has the right to amend the scope of the work according to the language in the RFP package.

On MOTION by Mr. Haas, seconded by Ms. McCarrick, with all in favor, the Board authorized District Staff to issue a Notice of Intent to Award the contract to A J Johns.

**Ratification of Payment
Authorization 41 & 42**

These payment authorizations have already been approved by the Chair and need to be ratified by the Board.

On MOTION by Mr. Haas, seconded by Mr. Hagan, with all in favor, the Board ratified Payment Authorizations 41 & 42.

**Review of District Financial
Statements**

The Board reviewed the District's financial statements. There was no action required by the Board.

SECOND ORDER OF BUSINESS

Other Business

Staff Reports

Attorney –

No Report

Engineer –

Mr. Doub distributed his Engineer's Report. Under Parcel C/D Phase 1 the District received Pay Request # 20 from Palm Beach Grading. There are items that are not completed and he needs additional information. He asked for approval pending receipt of that information for \$28,876.33.

On MOTION by Mr. Haas, seconded by Mr. Hagan, with all in favor, the Board approved Pay Request # 20 from PBG for a not to Exceed amount of \$28,876.33 subject to Engineer & Staff's final approval.

Mr. Doub presented Change Orders #5 in a deduct amount of \$248,612.39 and # 6 in a deduct amount of \$10,360.00 for Palm Beach Grading. The work is going to be taken out of the contract for PBG and the District will enter into a

similar contract with another Contractor because of timing issues.

On MOTION by Mr. Haas, seconded by Mr. Hagan, with all in favor, the Board ratified approval of PBA Change Orders #5 and #6.

Under Parcel C/D Phase 2 Mr. Doub presented Work Authorization #25 from Angus for platting in the amount of \$61,660.00.

On MOTION by Mr. Haas, seconded by Mr. Hagan, with all in favor, the Board ratified approval of Work Authorization #25 for platting and survey services not to exceed \$61,660.00

Mr. Doub presented Requisitions 325-344 for ratification in the amount of \$391,355.85.

On MOTION Mr. Haas, seconded by Mr. Hagan, with all in favor, the Board ratified Requisitions 325-344 for a total amount of 391,355.85.

Mr. Doub presented Requisition 345-346 for approval for a total amount of \$144,473.50

On MOTION Mr. Haas, seconded by Mr. Hagan, with all in favor, the Board ratified Requisitions 345-346 for a total amount of \$144,473.50.

Mr. Veazey had no report.

Manager –

The next meeting is scheduled for May 4, 2017.

THIRD ORDER OF BUSINESS

Audience Comments and Supervisors Requests

Ms. Burns stated that staff received some emails from residents about some issues that they wanted to discuss. Mr. Veazey spoke about those concerns. He explained the amenity access control. Last weekend the District had issues with the access control and it has been corrected. A pool monitor will be at the pool this weekend from 12:00 p.m.-7:00 p.m. to check in residents at the breezeway gate and make sure that they are residents and they have under the allowed number of guests. A resident is only permitted 4 guests.

Ms. Burns noted that there were questions on the emails about security and access at the front gate. Mr. Haber explained that the CDD is a unit of government and issued tax exempt bonds to pay for much of the infrastructure and recreational activities that the District owns and as a result a federal law requires that the gate be one that allows access which is common among CDD communities. The District works with a security company and the District can ask the security company to ask for the name of the individual and where they are going and then take down their license plate. If someone refuses to give their name or where they are headed and asks the security guard to grant them access the security guard is obligated to grant them access. They are considered public roads and the amenity is a public facility. Ms. Burns noted that it does not grant them access to the amenity facility and they would not have use of that facility unless they pay the non-resident user fee but they would be allowed access to the community and could drive on the roads.

Ms. Burns and Mr. Haber explained the 3-minute public speaking policy.

Ms. Ruggiero commented about the Security Guard letting people in without asking who they are and who they are seeing. She mentioned that the gate stays open for a long time which allows for tailgaters. She mentioned that it is very easy to get into the pool area and she didn't need her card to gain access. In the sports room a piece of equipment is broken and have not been fixed. She asked for a variety of sizes for the free weights mentioning that 5lbs is too light and 10 lbs. are too heavy. She noted that there is no staff on site in the morning to allow access to the lockers. She is concerned about booking the amenity center and paying to rent the clubhouse for a card night. She mentioned that the kids in the pool are come into the clubhouse wet and mentioned that there should be a separate kids' area.

Ms. Gina Martin asked if it is possible to get an app for residents to be able to monitor the security cameras that are set up. She asked what rental fees are going towards and if they are reducing CDD fees and how that works. She mentioned that the pool is closed on Mondays and asked if the pools can be opened when they are completed cleaning or is one pool can remain open while the other is cleaned. She said asked if the front pavilion near the lake is to be rented out and asked how the Board saw residents using that space.

She also had a question about the perimeter gate because there is netting that is on part of the fence and she wanted to know if the Board could extend it a little bit longer.

Mr. Shayne Martin said that the lady that was working at the gate the previous night called when they had a guest and took down the license plate, so he was happy with that. Mr. Martin's concern is on the weekends with the security not coming in until 6:00 p.m. that the word has spread that it is easy to get into the community and the pool. He went buy the tennis courts on Saturday and noted that they were full and he asked the players if they were residents and they told him they were not residents and suggested tennis court card access. Mr. Martin suggested putting a fountain in lakes by the Amenity. He suggested 24/7 security at the gate and at least on the weekends. Mr. Martin asked if the new parking lot for the sales office will accommodate cars

Ms. Tondi mentioned the gate issue. She requested the CDD send out email and notifications of what the payoff is and what is due for the upcoming year. She also asked for reconsideration of the rental fees.

Mr. Chamberlain said that there are several cars parking on the street toward the amenity center. He mentioned the issue with the tennis courts.

Mr. Nethers said that there is a lack of supervision at the gym. He also mentioned the JEA Easement.

Mr. Veazey mentioned that BG is working both Saturday and Sunday to be there to help monitor the guests and the District is in the process of adding a second Lifestyles Coordinator. Once that happens they will alternate on weekends during the main business hours. The gate issue was noticed a few weeks ago and the District had ordered mesh that is below the gate that will follow the form of the gate so it reduces the ability for kids or others to reach in. He will look into the weights in the weight room. Mr. Veazey said that the security cameras and access would be a Board decision. Mr. Haas said that in some other communities the Board has allowed residents to have the app and he thinks that this Board should allow that and get the app out to all the residents so that they can access all the cameras on their phones and tablets. The facility belongs to everybody and everybody who is watching can help the Board to see when things are going wrong and take the appropriate action by calling some people. Haber mentioned that the Florida Public Records specifically provides that footage from a unit of governments security cameras are exempt from public records and he wants to make sure that signing up for the app and providing the footage from the District's security cameras is going to be consistent with the public record law. This Board wants to provide that access to the residents to the extent that it is permitted by law and he will find out if it is going to be a problem. Mr. Veazey said that the rental fees do go straight back into the CDD and they help reduce the O&M cost for residents. Mr. Veazey will check with Leland and the pool company about the Monday pool closure to see what they can do. The District is closing the pool on Mondays because of cleaning and sometimes there are chemicals and the District doesn't want to have someone jump in the pool after the pool company has poured in several gallons of Muriatic Acid. It is standard that pools generally close one day per

week and the District will continue to monitor that situation. Mr. Haas said that the front pavilion was designed for a future phase of the District. The Board wanted to get that pond closed in with landscape right now and there will be a future phase that will go right by that pocked park and the District has someone that is interested in using that now. It is not on the rental list right now and the Board might have to amend policies. The lake will be bigger and there will be a path around the lake and the pavilion will be a spot where they can stop and rest. A discussion took place about taking advantage of it as a wedding pavilion. Mr. Veazey said that the issue on imposing rental fees is to regulate the use if there are lots of people trying to access something so that they do not monopolize the space.

Mr. Veazey explained that the District has decided to go with 24/7 Security for now in the community and have informed the security company and they are in the process of hiring people. Mr. Veazey said that it is set up to have the guard gate and the roaming patrol at night and had the discussion about allowing the guard to leave late at night and there will be a cell number to reach the roaming patrol and a key pad to get in that will allow the residents in. The roaming patrol will police the amenity area. Mr. Martin asked if the security personnel is allowed to ask for an ID. Mr. Haber said that they do and noted that if the person is not a resident, a guest, or a paid user they are trespassing. District staff will talk to Leland management and the Access controller about ID cards. The District has hired a maintenance worker who will start on Tuesday and he can also monitor usage.

Mr. Veazey noted that the Board has discussed putting in a fountain in the pond suggested and he said that the electric bill is running around \$10,000.00 per month for all the pumps and lights and it will add to the cost of operations.

Mr. Veazey noted that he forwarded the comments and emails about the sales models to the home building and they are building a parking lot which will be done by the end of the week and they will start parking in there. There is some area towards the round-about that will be dirt which will be overflow parking and the District will monitor that.

Mr. Veazey explained that the rental fees were set at a public hearing and the Board wanted to try them for a while and see how it goes. The Board discussed the rental fees, reviewed them, compared them to surrounding facilities and felt that the fees were being priced appropriately for the use. The Board will monitor the fees and change them if they need to. The Board will come up with an answer for Ms. Ruggiero about her card group because the District needs someone to lock the front door. Ms. McCarrick said that the rental fees are for the use of the facility for a private event that excludes other residents.

Mr. Veazey said that the new Lifestyle coordinator that is being hired will patrol the amenity and the gym. He noted that the rules state that 16-year old's and over are allowed in the gym and no one under 16 is permitted.

He noted that the District does not have a license plate reader and the District can consider getting one. He noted that the JEA Easement is an ongoing discussion with JEA and they must maintain and control those lines.

Ms. Burns explained that any resident who wants to pay off their debt assessment can contact Jennifer Glasgow in her office and will be given all the information to do that and if the residents want to do that before the end of the fiscal year the deadline is July 1, 2017.

FOURTH ORDER OF BUSINESS

Adjournment

There was no further business to discuss. Ms. Burns requested a motion to adjourn.

On MOTION by Mr. Haas, seconded by Mr. Hagan, with all in favor, the April 6, 2017 Beach Community Development District Board of Supervisors meeting was adjourned.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Resolution 2017-08,
Adopting the Fiscal Year 2018 Budget and
Appropriating Funds
(exhibit provided under separate cover)

RESOLUTION 2017-08

THE ANNUAL APPROPRIATION RESOLUTION OF THE BEACH COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2017, submitted to the Board of Supervisors (“**Board**”) of the Beach Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2017 and ending September 30, 2018 (“**Fiscal Year 2017/2018**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set July 20, 2017, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Beach Community Development District for the Fiscal Year Ending September 30, 2018.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2017/2018, the sum of \$_____ to be raised by the levy of assessments and otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
DEBT SERVICE FUND (SERIES 2013A)	\$ _____
DEBT SERVICE FUND (SERIES 2013B)	\$ _____
DEBT SERVICE FUND (SERIES 2015A)	\$ _____
DEBT SERVICE FUND (SERIES 2015B)	\$ _____
TOTAL ALL FUNDS	\$ _____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2017/2018 or within 60 days following the end of the Fiscal Year 2017/2018 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 20th DAY OF JULY, 2017.

ATTEST:

**BEACH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Fiscal Year 2017/2018 Budget

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Resolution 2017-09,
Adopting an Assessment Roll for Fiscal Year
2018 and Certifying Special Assessments for
Collection
(exhibit provided under separate cover)

RESOLUTION 2017-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEACH COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2017/2018; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Beach Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Duval County, Florida (“**County**”); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District’s adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors (“**Board**”) of the District hereby determines to undertake various operations and maintenance and other activities described in the District’s budget (“**Adopted Budget**”) for the fiscal year beginning October 1, 2017 and ending September 30, 2018 (“**Fiscal Year 2017/2018**”), attached hereto as **Exhibit “A,”** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2017/2018; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B;”** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B,”** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapter 190, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**

B. **Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect

Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Operations and maintenance assessments directly collected by the District are due according to the following schedule: 25% due no later than October 15, 2017, 25% due no later than January 15, 2018, 25% due no later than April 15, 2018 and 25% due no later than July 15, 2018. Debt service assessments directly collected by the District are due according to the following schedule: \$_____ due no later than April 15, 2018, and \$_____ due no later than October 15, 2018. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2017/2018, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.

- C. **Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

SECTION 6. 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.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 20th day of July, 2017.

ATTEST:

**BEACH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

By: _____

Its: _____

Exhibit A: Budget
Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Resolution 2017-10,
Designating a Primary Administrative Office

RESOLUTION 2017-10

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE BEACH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Beach Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Duval County, Florida; and

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

SECTION 1. The District’s primary administrative office for purposes of Chapter 119, Florida Statutes, shall be located at 12051 Corporate Boulevard, Orlando, FL 32817.

SECTION 2. The District’s principal headquarters for purposes of establishing proper venue shall be located at _____ within _____ County, Florida.

SECTION 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 20th day of July, 2017.

ATTEST:

BEACH COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Lake Doctors Contract Renewal



The Lake Doctors, Inc.
Aquatic Management Services[®]

Corporate Offices
3543 State Road 419
Winter Springs, FL 32708
1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

June 22, 2017

Mr. Terry Martini
Tamaya Community-Beach CDD
c/o Fishkind & Associates, Inc.
12051 Corporate Blvd.
Orlando, FL 32817

Dear Mr. Martini:

Your current Lake Doctors, Inc. Water Management Agreement for **Tamaya Community-Beach CDD** is due for renewal on August 1, 2017. We are pleased to enclose a renewal proposal for your approval. Your monthly investment amount of \$800.00/per month will remain unchanged.

If you have any questions or concerns regarding your Lake Doctors Water Management Program, **please feel free to give me a call at (904)626-0287 or contact me by email at mark.seymour@lakedoctors.com.**

To assure continuous and uninterrupted service, kindly return a copy of the executed agreement by July 15, 2017. For your convenience, we have provided a pre-addressed, stamped envelope.

As always, we will continue to focus upon fully satisfying your water management needs by providing excellent, quality service, quick response to questions or problems and deep concern for the health of your pond, lake or waterway.

We at The Lake Doctors very much appreciate your current business and look forward to continuing to work with you to keep your waterway(s) in excellent condition.

Sincerely,

Mark A. Seymour
Sales Manager

MAS/jkw
720157



Ft. Lauderdale
(954) 565-7488
1-800-683-5253

Sarasota
(941) 377-0658
1-800-444-5253

Jacksonville
(904) 262-5500
1-800-398-5253

Largo
(727) 544-7644
1-888-668-5253

Ft. Myers
(239) 693-2270
1-800-444-5253

Navarre
(850) 939-5787
1-800-398-5253

Ohio
(937) 433-2942
1-866-774-5253

South Carolina
(843) 873-1911
1-800-398-5253

ATTACH PAYMENT HERE



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
3543 State Road 419
Winter Springs, FL 32708
1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

Water Management Agreement

MAS/720157 R

This Agreement, made this _____ day of _____ 20__ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

NAME _____

BILLING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE () _____

EMAIL ADDRESS _____

IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE: _____

Hereinafter called "CUSTOMER" REQUESTED START DATE: _____
PURCHASE ORDER #: _____

The parties hereto agree to follow:

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

Eleven (11) lakes associated with Tamaya Community Beach CDD, Jacksonville, FL.

Includes a minimum of eighteen (18) inspections and treatments, as necessary, for control and prevention of noxious aquatic weeds and algae. Treat twice monthly during the months of April through September.

Termination with 30 day written notice by certified mail, return receipt requested. Service will cease effective August 1, 2017 if the signed Agreement is not returned. Note - #11 on Terms & Conditions does not apply.

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

1. Underwater and Floating Vegetation Control Program	\$ 800.00 monthly
2. Shoreline Grass and Brush Control Program	\$ INCLUDED
3. Installation of aquatic plants for a more natural look, as needed	\$ INCLUDED
4. Water Chemistry and Bacteria Testing, as needed	\$ INCLUDED
5. Stocking Triploid Grass Carp, required barriers, & permitting	\$ INCLUDED
6. Removal of visible trash from within lake, as needed, during scheduled visit	\$ INCLUDED
7. Stocking of <i>Gambusia</i> for midge larvae control	\$ INCLUDED
8. Monthly Written Service Reports	\$ INCLUDED
9. Additional Treatments/Free Call Back Response	\$ INCLUDED
Total of Services Accepted	\$ 800.00 monthly


\$0.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in monthly installments of \$800.00, including any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within **fifteen (15) business days**, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before July 15, 2017.
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed


MARK A. SEYMOUR, SALES MANAGER

Signed _____ Dated _____

Name _____

TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation.
 - d) CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS may be used at rates equal to or lower than maximum label recommendations.
 - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - f) CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
 - h) When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
- 3) CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
- 4) If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
- 5) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
- 6) THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that is provided by THE LAKE DOCTORS.
- 7) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising there from. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
- 8) CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
- 9) CUSTOMER understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CUSTOMER places their account on hold, an additional charge may be required due to aquatic re-growth.
- 10) THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 11) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, THE LAKE DOCTORS may adjust the monthly investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution. If necessary, CUSTOMER may terminate this Agreement according to the procedure outlined in #4 above.
- 12) THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances and/or cancel the Agreement.
- 13) Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
- 14) This Agreement is assignable by CUSTOMER upon written consent by THE LAKE DOCTORS.
- 15) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
- 16) Agreements that include debris removal shall consist of: casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. will be removed during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris are not included.

ATTACH PAYMENT HERE



The Lake Doctors, Inc.
Aquatic Management Services

Corporate Offices
3543 State Road 419
Winter Springs, FL 32708
1-800-666-5253
lakes@lakedoctors.com
www.lakedoctors.com

Water Management Agreement

MAS/720157 R

This Agreement, made this _____ day of _____ 20__ is between The Lake Doctors, Inc., a Florida Corporation, hereinafter called "THE LAKE DOCTORS" and

NAME _____

BILLING ADDRESS _____

CITY _____ STATE _____ ZIP _____ PHONE () _____

EMAIL ADDRESS _____

IF YOU WOULD LIKE YOUR INVOICE EMAILED, CHECK HERE: _____

Hereinafter called "CUSTOMER" REQUESTED START DATE: _____
PURCHASE ORDER #: _____

The parties hereto agree to follows:

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

Eleven (11) lakes associated with **Tamaya Community Beach CDD**, Jacksonville, FL.

Includes a minimum of eighteen (18) inspections and treatments, as necessary, for control and prevention of noxious aquatic weeds and algae. Treat twice monthly during the months of April through September.

Termination with 30 day written notice by certified mail, return receipt requested. Service will cease effective August 1, 2017 if the signed Agreement is not returned. Note - #11 on Terms & Conditions does not apply.

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


1. Underwater and Floating Vegetation Control Program	\$ 800.00 monthly
2. Shoreline Grass and Brush Control Program	\$ INCLUDED
3. Installation of aquatic plants for a more natural look, as needed	\$ INCLUDED
4. Water Chemistry and Bacteria Testing, as needed	\$ INCLUDED
5. Stocking Triploid Grass Carp, required barriers, & permitting	\$ INCLUDED
6. Removal of visible trash from within lake, as needed, during scheduled visit	\$ INCLUDED
7. Stocking of <i>Gambusia</i> for midge larvae control	\$ INCLUDED
8. Monthly Written Service Reports	\$ INCLUDED
9. Additional Treatments/Free Call Back Response	\$ INCLUDED
Total of Services Accepted	\$ 800.00 monthly

\$0.00 of the above sum-total shall be due and payable upon execution of this Agreement, the balance shall be payable in monthly installments of \$800.00, including any additional costs such as sales taxes, permitting fees, monitoring, reporting, water testing and related costs mandated by any governmental or regulatory body related to service under this Agreement.

- C. THE LAKE DOCTORS uses products which, in its sole discretion, will provide effective and safe results.
- D. THE LAKE DOCTORS agrees to commence treatment within fifteen (15) business days, weather permitting, from the date of receipt of this executed Agreement plus initial deposit and/or required government permits.
- E. The offer contained herein is withdrawn and this Agreement shall have no further force and effect unless executed and returned by CUSTOMER to THE LAKE DOCTORS on or before July 15, 2017.
- F. The terms and conditions appearing on the reverse side form an integral part of this Agreement, and CUSTOMER hereby acknowledges that he has read and is familiar with the contents thereof. Agreement must be returned in its entirety to be considered valid.

THE LAKE DOCTORS, INC.

CUSTOMER

Signed 
MARK A. SEYMOUR, SALES MANAGER

Signed _____ Dated _____
Name _____

TERMS AND CONDITIONS

- 1) The Underwater and Floating Vegetation Control Program will be conducted in a manner consistent with good water management practice using the following methods and techniques when applicable.
 - a) Periodic treatments to maintain control of noxious submersed, floating and emersed aquatic vegetation and algae. CUSTOMER understands that some beneficial vegetation may be required in a body of water to maintain a balanced aquatic ecological system.
 - b) Determination of dissolved oxygen levels prior to treatment, as deemed necessary, to ensure that oxygen level is high enough to allow safe treatment. Additional routine water analysis and/or bacteriological analysis may be performed if required for success of the water management program.
 - c) Where applicable, treatment of only one-half or less of the entire body of water at any one time to ensure safety to fish and other aquatic life. However, THE LAKE DOCTORS shall not be liable for loss of any exotic or non-native fish or vegetation.
 - d) CUSTOMER understands and agrees that for the best effectiveness and environmental safety, materials used by THE LAKE DOCTORS may be used at rates equal to or lower than maximum label recommendations.
 - e) Triploid grass carp stocking, if included, will be performed at stocking rates determined the Florida Fish and Wildlife Conservation Commission permit guidelines.
 - f) CUSTOMER agrees to provide adequate access. Failure to provide adequate access may require re-negotiation or termination of this Agreement.
 - g) Control of some weeds may take 30-90 days depending upon species, materials used and environmental factors.
 - h) When deemed necessary by THE LAKE DOCTORS and approved by CUSTOMER, the planting and/or nurturing of certain varieties of plants, which for various reasons, help to maintain ecological balance.
- 2) Under the Shoreline Grass and Brush Control Program, THE LAKE DOCTORS will treat border vegetation to the water's edge including, but not limited to torpedograss, cattails, and other emergent vegetation such as woody brush and broadleaf weeds. Many of these species take several months or longer to fully decompose. CUSTOMER is responsible for any desired physical cutting and removal.
- 3) CUSTOMER agrees to inform THE LAKE DOCTORS in writing if any lake or pond areas have been or are scheduled to be mitigated (planted with required or beneficial aquatic vegetation). THE LAKE DOCTORS assumes no responsibility for damage to aquatic plants if CUSTOMER fails to provide such information in a timely manner. Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of this Agreement. CUSTOMER also agrees to notify THE LAKE DOCTORS, in writing, of any conditions which may affect the scope of work and CUSTOMER agrees to pay any resultant higher direct cost incurred.
- 4) If at any time during the term of this Agreement, CUSTOMER feels THE LAKE DOCTORS is not performing in a satisfactory manner, or in accordance with the terms of this Agreement, CUSTOMER shall inform THE LAKE DOCTORS, in writing, stating with particularity the reasons for CUSTOMER'S dissatisfaction. THE LAKE DOCTORS shall investigate and attempt to cure the defect. If, after 30 days from the giving of the original notice, CUSTOMER continues to feel THE LAKE DOCTORS performance is unsatisfactory, CUSTOMER may terminate this Agreement by giving notice ("Second Notice") to THE LAKE DOCTORS and paying all monies owing to the effective date of termination. In this event, the effective date of termination shall be the last day of the month in which said second notice is received by THE LAKE DOCTORS.
- 5) Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. THE LAKE DOCTORS will notify CUSTOMER of such restrictions. It shall be CUSTOMER responsibility to observe the restrictions throughout the required period. CUSTOMER understands and agrees that, notwithstanding any other provision of the Agreement, THE LAKE DOCTORS does not assume any liability for failure by any party to be notified of, or to observe, the above regulations.
- 6) THE LAKE DOCTORS shall maintain the following insurance coverage and limits: (a) Workman's Compensation with statutory limits; (b) Automobile Liability; (c) Comprehensive General Liability, including Pollution Liability, Property Damage, Completed Operations and Product Liability. A Certificate of Insurance will be provided upon request. A Certificate of Insurance naming CUSTOMER as "Additional Insured" may be provided at CUSTOMER'S request. CUSTOMER agrees to pay for any additional costs of insurance requirements over and above that is provided by THE LAKE DOCTORS.
- 7) Neither party shall be responsible for damages, penalties or otherwise for any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, war, acts of God, accidents, governmental orders and regulations, curtailment or failure to obtain sufficient material, or other force majeure condition (whether or not of the same class or kind as those set forth above) beyond its reasonable control and which, by the exercise of due diligence, it is unable to overcome. Should THE LAKE DOCTORS be prohibited, restricted or otherwise prevented or impaired from rendering specified services by any condition, THE LAKE DOCTORS shall notify CUSTOMER of said condition and of the excess direct costs arising there from. CUSTOMER shall have thirty (30) days after receipt of said notice to notify THE LAKE DOCTORS in writing of any inability to comply with excess direct costs as requested by THE LAKE DOCTORS.
- 8) CUSTOMER warrants that he or she is authorized to execute the Water Management Agreement on behalf of the riparian owner and to hold THE LAKE DOCTORS harmless for consequences of such service not arising out of the sole negligence of THE LAKE DOCTORS.
- 9) CUSTOMER understands that, for convenience, the annual investment amount has been spread over a twelve-month period and that individual monthly billings do not reflect the fluctuating seasonal costs of service. If CUSTOMER places their account on hold, an additional charge may be required due to aquatic re-growth.
- 10) THE LAKE DOCTORS agrees to hold CUSTOMER harmless from any loss, damage or claims arising out of the sole negligence of THE LAKE DOCTORS. However, THE LAKE DOCTORS shall in no event be liable to CUSTOMER or others for indirect, special or consequential damages resulting from any cause whatsoever.
- 11) Upon completion of the term of this Agreement, or any extension thereof, this Agreement shall be automatically extended for a period equal to its original term unless terminated by either party. If required, THE LAKE DOCTORS may adjust the monthly investment amount after the original term. THE LAKE DOCTORS will submit written notification to CUSTOMER 30 days prior to effective date of adjustment. If CUSTOMER is unable to comply with the adjustment, THE LAKE DOCTORS shall be notified immediately in order to seek a resolution. If necessary, CUSTOMER may terminate this Agreement according to the procedure outlined in #4 above.
- 12) THE LAKE DOCTORS reserves the right to impose a monthly service charge on past due balances and/or cancel the Agreement.
- 13) Should CUSTOMER become delinquent, THE LAKE DOCTORS may place the account on hold for non-payment and CUSTOMER will continue to be responsible for the monthly investment amount even if the account is placed on hold. Service may be reinstated once the entire past due balance has been received in full. Should it become necessary for THE LAKE DOCTORS to bring action for collection of monies due and owing under this Agreement, CUSTOMER agrees to pay collection costs, including, but not limited to, reasonable attorneys fee (including those on appeal) and court costs, and all other expenses incurred by THE LAKE DOCTORS resulting from such collection action.
- 14) This Agreement is assignable by CUSTOMER upon written consent by THE LAKE DOCTORS.
- 15) This Agreement constitutes the entire agreement of the parties hereto and shall be valid upon acceptance by THE LAKE DOCTORS Corporate Office. No oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both THE LAKE DOCTORS and CUSTOMER.
- 16) Agreements that include debris removal shall consist of: casual trash such as cups, plastic bags and other man-made materials up to 20 lbs. will be removed during regularly scheduled service visits. Large or dangerous items such as biohazards and landscape debris are not included.

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization
Nos. 43 - 51

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #43

4/5/2017

Item No.	Payee	Invoice #	General Fund	Capital Projects
1	Comcast Business			
	Acct 8495-74-122-4205736	3/28-4/27	\$500.53	
	Acct 8495-74-122-4232235	3/30-4/29	\$147.14	
2	FCS			
	Security Patrol Payroll 3/13 - 19/17	JC15612	\$1,120.01	
3	Hopping Green & Sams			
	General Counsel Legal services	92693	\$783.87	
4	Jax Underground Utilities			
	Lot 54 sewer service repair	001	\$1,993.34	
	Roadway base repairs 3021 Danube Dr	002	\$4,404.07	
5	JEA			
	Acct 4860168796		\$14,802.68	
6	Leland Management			
	Kelly Granger Payroll W/E 3/12/17	5008	\$2,489.69	
7	Southeastern Paper Group			
	Toilet seat covers	3773706	\$435.06	
	Misc supplies	3774130	\$258.93	
	Steel wiper stand	3778088	\$290.03	
8	Duval Landscape Maintenance LLC			
	Monthly Maintenance - April	9083	\$1,400.00	
9	Mesa Equipment			
	Cut/dispose tree & repair washouts	M542842	\$625.00	
10	Babcock Ranch ISD			
	Ck was deposited in Beach vs Babcock		\$1,014.00	
11	Allied Universal			
	Security - Gate	6898243	\$88.41	
12	Daily Record			
	Notice of Meeting 4/6/17	17-2545	\$70.25	
13	Carr Riggs & Ingram CPA			
	Second progress billing	16255876	\$3,000.00	
14	The Lake Doctors			
	Monthly Water Management Service	288509	\$800.00	
Total			\$34,223.01	

Secretary/Assistant Secretary

Chairman

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #44

4/14/2017

Item No.	Payee	Invoice #	General Fund	Capital Projects
1	Comcast Business Acct 8495-74-122-4210330	4/3-5/2	\$330.68	
2	FCS Security Patrol Payroll 3/20 - 26/17 Security Patrol Payroll 3/27 - 30/17	JC15662 JC15800	\$1,143.84 \$691.07	
3	Mesa Equipment Debris cleanup Curb & gutter cleanup of dirt Amenity center/Meritage Blvd cleanup Curb & gutter cleanup Meritage Blvd Tennis Court prep	M542852 M542856 M542857 M542849 M542861	\$325.00 \$640.00 \$760.00 \$460.00 \$150.00	
4	Leland Management Kelly Granger Payroll W/E 3/12/17 Kelly Granger Payroll W/E 4/9/17 Management fee Reimbursement - postage, copies, processing	5009 5010 3-17	\$4,486.74 \$2,522.07 \$1,350.00 \$856.55	
5	Southeastern Paper Group Misc cleaning materials Toilet seat covers - dispenser Misc cleaning materials	3755221 3770717 3785107	\$1,235.40 \$44.93 \$215.63	
6	Hopping Green & Sams General Counsel	93128	\$972.05	
7	Advance Disposal Trash Service	PC0001248486	\$124.76	
8	Crysal Clean Pool Service Monthly Pool Service Monthly Fountain Service	M14867 M14866	\$3,830.00 \$595.00	
9	TCF Exercise equipment	4975624	\$1,939.30	
10	Fishkind & Associates Management fee - April	20359	\$2,793.78	
Total			\$25,466.80	

Secretary/Assistant Secretary

Chairman

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #45

4//2017

Item No.	Payee	Invoice #	General Fund	Capital Projects
1	Comcast Business Acct 8495-74-122-4205736		\$480.22	
2	TCF Equipment (auto pay)	5012478	\$1,939.30	
3	Sun State Nursery & Landscaping Amenity Maint & Irrigation Srv - April Tamaya Bch Blvd Maint & Irrigation Srv - April Tamaya Phase 2 Maint & Irrigation Srv - April Tamaya Phase 2 Maint & Irrigation Srv - March	0417014 0417015 0417016 0317019	\$6,333.34 \$10,800.00 \$2,666.66 \$2,666.66	
4	Leland Management March Reimbursement Payroll Doneisha Brown	5011	\$2.45 \$270.15	
5	GRU Acct 2000-5029-1134 Acct 2000-5029-1235		\$117.40 \$75.60	
6	Duval Landscape Maintenance Irrigation Services/Repairs	9157	\$380.00	
7	Advance Disposal Trash Service	PC0001252833	\$164.95	
8	Dedge's Lock & Key Shop Inc Locks & keys for Main bldg & Fitness center	152917	\$580.48	
Total			\$26,477.21	

Secretary/Assistant Secretary

Chairman

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #46

5/5/2017

Item No.	Payee	Invoice #	General Fund	Capital Projects
1	Comcast Business Acct 8495-74-122-4232235 Acct 8495-74-122-4210330	4/30-5/29 5/3-6/2	\$147.24 \$323.88	
2	JEA Acct 4860168796	3/23-4/20	\$13,374.35	
3	Carr Riggs & Ingram Third Progress billing	16278781	\$1,000.00	
4	Leland Management Payroll 4/10-4/23	5012	\$5,548.50	
5	Rogers Towers Negotiation of Infrastructure Agreement	625399	\$2,528.50	
6	Duval Landscape Maintenance Monthly Landscape Maintenance _ May	9206	\$1,400.00	
7	Jani-King of Jacksonville Monthly Cleaning - May	JAK05170368	\$1,175.00	
8	Custom Pump & Controls Quarterly Lift Station Inspection	17-314-02	\$135.00	
9	Allied Universal Security	6966426	\$7,697.43	
10	Habitech Systems Quarterly Monitoring Fees Feb - April 2017 Quarterly Monitoring Fees June - August 2017	2060295 1322164	\$89.85 \$89.85	
11	Trever Bruce Lifeguard 4/1-4/2/17		\$120.00	
Total			\$33,629.60	

Secretary/Assistant Secretary

Chairman

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #47

5/12/2017

Item No.	Payee	Invoice #	General Fund	Capital Projects
1	Jani-King of Jacksonville			
	April monthly billing	JAK04170379	\$1,175.00	
	May monthly billing	JAK05170368	\$1,175.00	
	March monthly billing	JAK03170514	\$391.67	
	Initial Clean	JAK03170533	\$750.00	
2	Perfect Stitch			
	Digitalize logo & 5 polos	9915	\$161.62	
3	Amazing Amusements			
	Trackless train & obstacle courses	Event 4/15/17	\$635.00	
	Outdoor movie system	Event 4/22/17	\$295.00	
4	Sun State Nursery & Landscaping			
	Water service 2/28-3/31	3782	\$2,373.32	
5	Southeastern Paper Group			
	Steel wiper stand	3812778	\$582.92	
	Purell sanitizing wipes	3813016	\$210.09	
	Additional freight	3796167	\$28.19	
Total			\$7,777.81	

Secretary/Assistant Secretary

Chairman

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #48

5/22/2017

Item No.	Payee	Invoice #	General Fund	Capital Projects
1	Amazing Amusements			
	Outdoor movie system	052717	\$295.00	
	Rock climbinb wall, hamster balls, castle w/slide	052917	\$850.00	
2	Bob's Backflow & Plumbing Services			
	Backflow test & certification	38153	\$200.00	
3	Crystal Clean Pool Service			
	Monthly fountain service	M15154	\$595.00	
	Monthly pool service	M15153	\$3,830.00	
4	Fishkind & Associates			
	District management - May	20538	\$2,233.38	
5	Hopping Green & Sams			
	General Counsel	93654	\$2,208.50	
6	BG Lloyd			
	Expense report	4/1-5/15	\$1,045.66	
7	Southeastern Paper Group			
	Steel Wiper Stand	3819849	\$292.89	
8	Sun State Nursery & Landscaping			
	Amenity landscape maint & irrigation services - May	0517013	\$6,333.34	
	Tamaya landscape maint & irrigation services - May	0517014	\$10,800.00	
	Tamaya Ph 2 landscape maint & irrigation services - May	0517015	\$2,666.33	
9	TCF			
	Exercise equipment (auto pay)	5050668	\$1,939.30	
10	Ken Thomas			
	Reimbursement for mainteance items	050517	\$42.59	
Total			\$33,331.99	

Secretary/Assistant Secretary

Chairman

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #49

6/2/2017

Item No.	Payee	Invoice #	General Fund	Capital Projects
1	Advanced Disposal Trash Service Acct PC099684	PC0001258994	\$100.60	
2	Allied Universal Security 4/26-5/25	7036361	\$9,253.44	
3	Comcast Business Acct 8495-74-122-4232235 Acct 8495-74-122-4205736	5242017 5262017	\$147.24 \$480.22	
4	Duval Landscape Maintenance Monthly landscape maintenance June	9461	\$1,400.00	
5	Florida Dept of Health - Duval County Pool Permit Fees (Aqueduct) Pool Permit Fees (Lap pool) Pool Permit Fees (Fun pool)	16-60-1679058 16-60-1627485 16-60-1627490	\$200.00 \$325.00 \$325.00	
6	Jani-King Cleaning Service - June	JAK06170360	\$1,175.00	
7	JEA Acct 4860168796	4/20-5/17	\$22,498.51	
8	Joe's Tees, Inc Tee shirts	6874	\$348.00	
9	The Lake Doctors Monthly water management	299898	\$800.00	
10	Leland Management Payroll W/E 5/14/17 Payroll W/E 5/21/17	5014 5014	\$144.08 \$7,657.30	
11	Southeastern Paper Group Sanitizer wipes & air freshner	3828753	\$328.04	
Total			\$45,182.43	

Secretary/Assistant Secretary

Chairman

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #50

6/16/2017

Item No.	Payee	Invoice #	General Fund	Capital Projects
1	Critter Caravan Inc Pony Rides/Petting Zoo	10/7/2017	\$545.00	
2	Crystal Clean Pool Service June Monthly Pool Service June Monthly Fountain Service	M15439 M15440	\$3,830.00 \$595.00	
3	Fast Signs Signs "Use this door" Banner - Community garage sale	29956286 29957197	\$109.88 \$343.48	
4	Gina Martin Reimbursement for use of personal cc for activity items		\$115.51	
5	Hopping Green & Sams General Counsel	94200	\$2,022.54	
6	Ken Thomas Reimbursement for O&M supplies		\$99.23	
7	Leland Management Payroll	5015	\$8,273.20	
8	Southeastern Paper Group Misc cleaning supplies	3846719	\$175.02	
9	Wine & Canvas	2020	\$700.00	
Total			\$16,808.86	

Secretary/Assistant Secretary

Chairman

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization #51

6/23/2017

Item No.	Payee	Invoice #	General Fund	Capital Projects
1	TCF Monthly equipment lease	5087998	\$1,939.30	
2	Amazing Amusements Outdoor movie system Outdoor movie system Outdoor movie system	7292017 8262017 9232017	\$295.00 \$295.00 \$295.00	
3	Mark Alan Magic LLC Comedy Magic Show	7292017	\$400.00	
4	Gary Starling Group Musical services	7082017	\$250.00	
5	Fishkind & Associates Management June 2017 Dissemination Services 10/1/16 - 9/30/17	20727 20658	\$5,138.08 \$6,000.00	
6	Leland Management Management fee	6132017	\$1,350.00	
7	Southeastern Paper Group Eco Air dispenser	3849194	\$76.66	
8	Sun State Nursery & Landscaping Amenity Center Maint & Irrigation - June Beach Blvd Maint & Irrigation - June Phase 2 Maint & Irrigation - June	617011 617012 617013	\$6,333.34 \$10,800.00 \$2,666.66	
9	Gina Martin Gift cards for Ladies Night		\$300.00	
Total			\$36,139.04	

Secretary/Assistant Secretary

Chairman

**BEACH
COMMUNITY DEVELOPMENT DISTRICT**

District Financial Statements

Beach Community Development District
Statement of Financial Position
As of 6/30/2017

	General Fund	Debt Service Fund Series 2013A	Debt Service Fund Series 2015A	Debt Service Fund Series 2013B	Debt Service Fund Series 2015B	Construction Fund Series 2013A	Construction Fund Series 2015A	Construction Fund Series 2013B	Construction Fund Series 2015B	Total
<u>Assets</u>										
<u>Current Assets</u>										
General Checking Account	\$575,641.81									\$575,641.81
Prepaid Expenses	1,250.00									1,250.00
Debit Account	1,044.19									1,044.19
Debt Service Reserve 2013A		\$442,508.20								442,508.20
Revenue 2013A		189,238.23								189,238.23
Prepayment 2013A		134,163.29								134,163.29
Debt Service Reserve 2015A			\$333,000.71							333,000.71
Revenue 2015A			1,860.95							1,860.95
Debt Service Reserve 2013B				\$0.00						0.00
Revenue 2013B				0.00						0.00
Prepayment 2013B				0.00						0.00
Debt Service Reserve 2015B					\$512,616.81					512,616.81
Revenue 2015B					33,891.04					33,891.04
Prepayment 2015B					270,804.00					270,804.00
Acquisition/Construction 2013A						\$345,583.60				345,583.60
Acquisition/Construction 2015A							\$60,945.24			60,945.24
Acquisition/Construction 2013B								\$0.00		0.00
Acquisition/Construction 2015B									\$375,046.69	375,046.69
Accounts Receivable - Due from Developer									5,621.08	5,621.08
Total Current Assets	\$577,936.00	\$765,909.72	\$334,861.56	\$0.00	\$817,311.85	\$345,583.60	\$60,945.24	\$0.00	\$380,667.77	\$3,283,215.74
Total Assets	\$577,936.00	\$765,909.72	\$334,861.56	\$0.00	\$817,311.85	\$345,583.60	\$60,945.24	\$0.00	\$380,667.77	\$3,283,215.74
<u>Liabilities and Net Assets</u>										
<u>Current Liabilities</u>										
Accounts Payable	\$36,576.62									\$36,576.62
Deposits	\$2,450.00									\$2,450.00
Retainage Payable						10,609.77			342,230.61	352,840.38
Total Current Liabilities	\$39,026.62	\$0.00	\$0.00	\$0.00	\$0.00	\$10,609.77	\$0.00	\$0.00	\$342,230.61	\$381,867.00
Total Liabilities	\$39,026.62	\$0.00	\$0.00	\$0.00	\$0.00	\$10,609.77	\$0.00	\$0.00	\$342,230.61	\$381,867.00
<u>Net Assets</u>										
Net Assets, Unrestricted	\$39,204.35	\$631,464.84	\$604,560.54	\$0.00	\$1,279,239.29	\$559,095.62	\$60,515.95	\$0.00	\$6,576,620.71	\$9,884,185.35
Current Year Net Assets, Unrestricted	(3,425.57)	(65,565.35)	(289,696.98)	0.00	(461,927.44)	(211,371.81)	429.69	0.00	(6,538,183.55)	(7,550,152.70)
Net Assets - General Government	514,854.85	0.23				(6,749.99)				568,620.65
Current Year Net Assets - General	(11,724.25)									(11,294.56)
Total Net Assets	\$538,909.38	\$765,909.72	\$334,861.56	\$0.00	\$817,311.85	\$334,973.83	\$60,945.24	\$0.00	\$38,437.15	\$2,891,348.74
Total Liabilities and Net Assets	\$577,936.00	\$765,909.72	\$334,861.56	\$0.00	\$817,311.85	\$345,583.60	\$60,945.24	\$0.00	\$380,667.77	\$3,283,215.74

Beach Community Development District
Statement of Activities (YTD)
As of 6/30/2017

	General Fund	Debt Service Fund Series 2013A	Debt Service Fund Series 2015A	Debt Service Fund Series 2013B	Debt Service Fund Series 2015B	Construction Fund Series 2013A	Construction Fund Series 2015A	Construction Fund Series 2013B	Construction Fund Series 2015B	Total
Revenues										
On Roll Assessments	\$184,989.15									\$184,989.15
Off-Roll Assessments	352,025.86	\$425,381.78	395,810.00	\$89,166.65	\$616,296.46					1,878,660.75
Other Income & Other Financing Sources	5,556.14	461,652.15		(9,350.01)	4,357.20	7,845.31		(2,852.50)		467,208.29
Interfund Transfers	6,000.00	(6,000.00)		424,567.20	2,069,376.80					0.00
Other Assessments		16,747.81								2,510,691.81
Developer Contributions										74,849.40
Total Revenues	\$548,571.15	\$897,781.74	\$395,810.00	\$504,383.84	\$2,690,030.46	\$7,845.31	\$0.00	(\$2,852.50)	\$74,849.40	\$5,118,419.40
Expenses										
Trustee Services	\$6,916.67									\$6,916.67
Engineering										453,448.48
Management	18,749.97									18,749.97
Field Management	37,816.27									37,816.27
District Counsel	12,496.83									13,319.33
Dissemination Agent	6,000.00									6,000.00
Audit	5,250.00									5,250.00
Telephone	110.99									110.99
Postage	328.48									328.48
Copies - Field	857.60									857.60
Legal Advertising	796.00									796.00
Web Site Maintenance	675.00									675.00
Dues, Licenses & Fees	175.00									175.00
Security	20,605.99									20,605.99
Alarm	179.70									179.70
Electric	8,719.56									8,719.56
Water	81,791.28									81,791.28
Dumpster	480.91									480.91
Irrigation										23,122.16
Amenity - Admir/Operations	23,122.16									23,122.16
Amenity - Telephone	17,858.24									17,858.24
Amenity - Cable TV	1,080.22									1,080.22
Amenity - Dues, Licenses & Fees	396.94									396.94
Amenity - Pool Service	850.00									850.00
Amenity - Gates/Control Access	21,065.00									21,065.00
Amenity - Security	7,613.71									7,613.71
Amenity - Life Guards	9,425.57									9,425.57
Amenity - Pool Monitors	2,093.00									2,093.00
Lifestyle Programming	468.00									468.00
Tennis Courts/Basketball Courts	11,074.51									11,074.51
Amenity - Irrigation	150.00									150.00
Amenity - Janitorial	25,333.36									25,333.36
	5,407.13									5,407.13

Beach Community Development District
Statement of Activities (YTD)
As of 6/30/2017

	General Fund	Debt Service Fund Series 2013A	Debt Service Fund Series 2013B	Debt Service Fund Series 2015B	Construction Fund Series 2013A	Construction Fund Series 2015A	Construction Fund Series 2013B	Construction Fund Series 2015B	Total
Amenity - Pest Control	380.00								380.00
Amenity - Maintenance	1,184.29								1,184.29
Equipment Rental	11,635.80								11,635.80
Fountains	1,800.00								1,800.00
Irrigation Parts	771.92								771.92
General	53,472.00								53,472.00
Guard House Utilities	4,796.99								4,796.99
Lake Maintenance	5,500.00								5,500.00
Landscaping Maintenance & Material	132,754.88								132,754.88
Entry Water Feature	3,555.00								3,555.00
General Maintenance	19,971.90								19,971.90
Principal Payment(s)		125,000.00	\$965,000.00	\$2,060,000.00					3,360,000.00
Interest Payment(s)		755,055.00	606,462.50	1,095,936.46					2,999,073.96
Other Financing Uses		1,515.72	1,290.42						2,806.14
Capital Expenditures					\$222,576.78			6,187,284.22	6,409,861.00
Total Expenses	\$563,720.97	\$966,570.72	\$1,571,462.50	\$3,155,936.46	\$222,576.78	\$0.00	\$0.00	\$6,641,555.20	\$13,789,733.05
Other Revenues (Expenses) & Gains (Losses)									
Interest Income		\$3,233.63	\$743.34	\$3,974.95	\$3,359.66	\$429.69	\$21.67	\$28,522.25	\$42,686.63
Gain (Loss) on Investments		0.23	(63.73)	3.61			(3.92)		(63.81)
Total Other Revenues (Expenses) & Gains	\$0.00	\$3,233.86	\$679.61	\$3,978.56	\$3,359.66	\$429.69	\$17.75	\$28,522.25	\$42,622.82
Change In Net Assets	(\$15,149.82)	(\$65,555.12)	(\$1,066,399.05)	(\$461,927.44)	(\$211,371.81)	\$429.69	(\$2,834.75)	(\$6,538,183.55)	(\$8,630,690.83)
Net Assets At Beginning Of Year	\$554,059.20	\$831,464.84	\$604,560.54	\$1,279,239.29	\$546,345.64	\$60,515.55	\$2,834.75	\$6,576,620.71	\$11,522,039.57
Net Assets At End Of Year	\$538,909.38	\$765,909.72	\$534,861.56	\$817,311.85	\$334,973.83	\$60,945.24	\$0.00	\$38,437.16	\$2,891,348.74

Beach Community Development District
Budget to Actual
For the Period Ended 6/30/17

	Actual	Budget	Variance	Adopted FY 2017 Budget
<u>Revenues</u>				
Assessments	\$537,015.01	\$619,596.00	\$82,580.99	\$826,128.00
Other Income & Other Financing Sources	5,556.14	0.00	(5,556.14)	\$0.00
Carryforward	0.00	206,250.00	206,250.00	275,000.00
Inter-Fund Transfers In	6,000.00	0.00	(6,000.00)	0.00
Net Revenues	\$548,571.15	\$825,846.00	\$277,274.85	\$1,101,128.00
<u>General & Administrative Expenses</u>				
Trustee Fees	\$6,916.67	\$11,250.00	\$4,333.33	\$15,000.00
District Management	18,749.97	18,750.00	0.03	25,000.00
Engineering	0.00	5,250.00	5,250.00	7,000.00
Dissemination Agent	6,000.00	4,500.00	(1,500.00)	6,000.00
District Counsel	12,496.83	7,500.00	(4,996.83)	10,000.00
Assessment Administration (Tax Roll & Lienbook)	0.00	3,750.00	3,750.00	5,000.00
Audit	5,250.00	6,000.00	750.00	8,000.00
Telephone	110.99	187.50	76.51	250.00
Website	675.00	675.00	0.00	900.00
Postage & Shipping	328.48	150.00	(178.48)	200.00
Legal Advertising	796.00	562.50	(233.50)	750.00
Miscellaneous	0.00	1,545.00	1,545.00	2,060.00
Office Supplies	0.00	187.50	187.50	250.00
Dues, Licenses & Fees	175.00	131.25	(43.75)	175.00
General Insurance	53,472.00	15,750.00	(37,722.00)	21,000.00
Total General & Administrative Expenses	\$104,970.94	\$76,188.75	(\$28,782.19)	\$101,585.00
<u>Field Expenses</u>				
Field Management	\$37,816.27	\$13,500.00	(\$24,316.27)	\$18,000.00
Copies - Field Management	857.60	\$0.00	(\$857.60)	\$0.00
Lake Maintenance	5,500.00	16,500.00	11,000.00	22,000.00
Landscaping (Including materials)	132,754.98	81,000.00	(51,754.98)	108,000.00
Landscape Improvement	0.00	3,750.00	3,750.00	5,000.00
Water	81,791.28	0.00	(81,791.28)	0.00
Irrigation	23,122.16	93,750.00	70,627.84	125,000.00
Irrigation Parts	771.92	0.00	(771.92)	0.00
Electric - Street Lights/Irrigation	8,719.56	22,500.00	13,780.44	30,000.00
Right of Way / Lake Mowing	0.00	17,111.25	17,111.25	22,815.00
Entry Water Feature	3,555.00	9,000.00	5,445.00	12,000.00
General Maintenance	19,971.90	9,000.00	(10,971.90)	12,000.00
Total Field Expenses	\$314,860.67	\$266,111.25	(\$48,749.42)	\$354,815.00
<u>Amenity Expenses</u>				
Amenity Admin/operation	\$17,858.24	\$80,190.00	\$62,331.76	\$106,920.00
Amenity Fitness Center	0.00	0.00	0.00	0.00

Beach Community Development District
Budget to Actual
For the Period Ended 6/30/17

	Actual	Budget	Variance	Adopted FY 2017 Budget
Amenity Maintenance and Cleaning Staff	0.00	27,846.00	27,846.00	37,128.00
Swimming Pool Maintenance	21,065.00	8,100.00	(12,965.00)	10,800.00
Swimming Pool Chemicals	0.00	9,000.00	9,000.00	12,000.00
Amenity General Maintenance	1,184.29	6,000.00	4,815.71	8,000.00
Amenity Cleaning	5,407.13	9,000.00	3,592.87	12,000.00
Life Guards	2,093.00	21,375.00	19,282.00	28,500.00
Pool Monitors	468.00	10,125.00	9,657.00	13,500.00
Amenity Security	9,425.57	0.00	(9,425.57)	0.00
Amenity Alarm	179.70	0.00	(179.70)	0.00
Amenity Electric	0.00	18,750.00	18,750.00	25,000.00
Amenity Phone	1,080.22	3,750.00	2,669.78	5,000.00
Amenity Dues, Licenses & Fees	850.00	0.00	(850.00)	0.00
Amenity Pest Control	380.00	0.00	(380.00)	0.00
Amenity Gates/Control Access	7,613.71	3,750.00	(3,863.71)	5,000.00
Amenity Cable	396.94	1,800.00	1,403.06	2,400.00
Fountains	1,800.00	1,800.00	0.00	2,400.00
Fitness Equipment Lease	11,635.80	37,800.00	26,164.20	50,400.00
Lifestyles Programming	11,074.51	18,750.00	7,675.49	25,000.00
Concierge	0.00	47,610.00	47,610.00	63,480.00
Gas	0.00	1,125.00	1,125.00	1,500.00
Tennis Court Maintenance - 4 Clay Courts	150.00	3,750.00	3,600.00	5,000.00
Lighting - Tennis Courts	0.00	1,875.00	1,875.00	2,500.00
Landscaping Materials	0.00	31,500.00	31,500.00	42,000.00
Landscape Improvement	0.00	2,625.00	2,625.00	3,500.00
Irrigation	25,333.36	18,750.00	(6,583.36)	25,000.00
Trash Collection	490.91	900.00	409.09	1,200.00
Total Amenity Expenses	\$118,486.38	\$366,171.00	\$247,684.62	\$488,228.00
<u>Security/Gate House</u>				
Guard Service	\$20,605.99	\$108,750.00	\$88,144.01	\$145,000.00
Guard House Supplies	0.00	1,125.00	1,125.00	1,500.00
Guard House Utilities	4,796.99	4,500.00	(296.99)	6,000.00
Guard House Repair & Maintenance	0.00	1,125.00	1,125.00	1,500.00
Guard House Janitorial	0.00	1,125.00	1,125.00	1,500.00
Bar Code Expense	0.00	750.00	750.00	1,000.00
Total Security/Gate House Expenses	\$25,402.98	\$117,375.00	\$91,972.02	\$156,500.00
Total Expenses	\$563,720.97	\$825,846.00	\$262,125.03	\$1,101,128.00
Net Income	(\$15,149.82)	\$0.00	\$15,149.82	\$0.00