BEAUMONT

COMMUNITY DEVELOPMENT DISTRICT

February 14, 2022
BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA

Beaumont Community Development District OFFICE OF THE DISTRICT MANAGER

2300 Glades Road, Suite 410W • Boca Raton, Florida 33431 Phone: (561) 571-0010 • Toll-free: (877) 276-0889 • Fax: (561) 570-0013

Febraury 7, 2022

ATTENDEES:

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

Board of Supervisors
Beaumont Community Development District

Dear Board Members:

The Board of Supervisors of the Beaumont Community Development District will hold a Regular Meeting on February 14, 2022 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
- 3. Consideration of Traffic & Mobility Consultants, LLC, Addendum No. 4 for Additional Post Design Services for CR 462 & Spanish Harbor Dr. [NTE \$5,000]
- 4. Discussion: Kolter Acquisitions, LLC, Southwest Florida Water Management District Notices for Permit Transfer to Operation Phase
 - A. Letter of Approval
 - B. Letter Regarding Requirements
- 5. Consideration of KLP Beaumont Commercial LLC, Monument Sign Easement (Lots 258 and 260)
- 6. Consideration of Resolution 2022-03, Granting the Chair and Vice Chair the Authority to Execute Real and Personal Property Conveyance and Dedication Documents, Plats and Other Documents Related to the Development of the District's Improvements; Approving the Scope and Terms of Such Authorization; Providing a Severability Clause; and Providing an Effective Date
- 7. Consideration of Resolution 2022-04, Adopting Amended and Restated Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date
- 8. Update: Stormwater Management Needs Analysis Proposal
- 9. Acceptance of Unaudited Financial Statements as of December 31, 2021

Board of Supervisors Beaumont Community Development District February 14, 2022, Regular Meeting Agenda Page 2

- 10. Approval of October 11, 2021 Regular Meeting Minutes
- 11. Staff Reports
 - A. District Counsel: KE Law Group, PLLC
 - B. District Engineer: Morris Engineering and Consulting, LLC
 - Update: Status of Stormwater System Completion
 - C. Field Operations Manager: Evergreen Lifestyles Management
 - D. District Manager: Wrathell, Hunt and Associates, LLC
 - NEXT MEETING DATE: March 14, 2022 at 1:30 P.M.
 - QUORUM CHECK

Troy Simpson	IN PERSON	PHONE	☐ No
James Harvey	IN PERSON	PHONE	No
Greg Meath	IN PERSON	PHONE	☐ No
Bradley Walker	IN PERSON	PHONE	☐ No
Candice Smith	In Person	PHONE	☐ No

- 12. Board Members' Comments/Requests
- 13. Public Comments
- 14. Adjournment

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

Sincerely,

Chuck Adams

District Manager

TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094 PARTICIPANT PASSCODE: 229 774 8903

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

3



October 20, 2021

ATTN: District Manager
Beaumont Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Reference:

Beaumont CDD

City of Wildwood, Florida

Project No 18050

Good Afternoon,

Attached kindly find two (2) copies of our proposal addendum to provide additional signalization services for the Beaumont CDD. Kindly sign and return one copy as our notice to proceed.

If you have any questions, please feel free to contact our office.

Sincerely,

TRAFFIC & MOBILITY CONSULTANTS LLC

Corrina R Greico CFO MGR

:cg

Enclosures

cc: ATTN: District Counsel

Hopping Green & Sams, PA 119 South Monroe, Suite 300

Tallahassee, FL 32301



October 1, 2021

Client

ATTN: District Manager
Beaumont Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

CC:

ATTN: District Counsel Hopping Green & Sams, PA 119 South Monroe, Suite 300 Tallahassee, FL 32301

Re: Beaumont

CR 462 & Spanish Harbor Drive
Contract No. 1998-18, Addendum No. 4
City of Wildwood, Florida
Project № 18050

Good Afternoon,

We are pleased to submit this proposal addendum for additional post design services required to support the signalization design plans for the above-reference project. This addendum becomes a part of the approved Kolter Acquisitions Agreement for Professional Services dated April 23, 2018 and the TMC Contract dated April 18, 2018, subsequently assigned to Beaumont Community Development District on May 14, 2019.

The fee for the additional scope of services is:

Post Design Services (CR 462 &	Spanish Harbor Dr	. Budget NTE)\$	5,000.00
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If you are in agreement with this addendum, please sign and date it below and return a copy for our files

our files.	
Company	Traffic & Mobility Consultants LLC
Signature	Signature
Printed Name	Mohammed N. Abdallah, PE, PTOE
Title	Principal, MGR
Date	October 1, 2021

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

4-4



Southwest Florida Water Management District

2379 broad Street, brooksville, Florida 34004-0899 (352) 796-7211 or 1-800-423-1476 (FL only) WaterMatters.org

An Equal Opportunity Employer Bartow Office 170 Century Boulevard Bartow, Florida 33830-7700 (863) 534-1448 or 1-800-492-7862 (FL only) Sarasota Office 78 Sarasota Center Boulevard Sarasota, Florida 34240-9770 (941) 377-3722 or 1-800-320-3503 (FL only) Tampa Office 7601 U.S. 301 North (Fort King Highway) Tampa, Florida 33637-6759 (813) 985-7481 or 1-800-836-0797 (FL only)

October 15, 2021

Beaumont Community Development District c/o Kolter Acquisitions, LLC Attn: Greg Meath, Vice President 14025 Riveredge Drive, Suite 175 Tampa, FL 34367

Subject:

Transfer to Operation Phase

Project Name:

Beaumont 43043580.001

Permit No.: Compliance No.:

412525

County:

412525 Sumter

Sec/Twp/Rge:

S4/T19S/R23E

Dear Mr. Meath:

The request to transfer the subject permit to the operation phase has been approved. District staff have reviewed the submitted information and determined that the stormwater management system was in compliance at the time of our inspection. The District reserves the right to inspect the project in the future to ensure continued compliance with state law and District rules. The permit, approved drawings and other documents are available for viewing through the District's Application and Permit Search Tools at http://watermatters.org/wmiserp.

As outlined in Subsection 62-330.340, F.A.C., "A Permittee shall notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. This notification can be submitted on Form 62-330.340(1) –Request To Transfer Permit available on the District's website, http://www.watermatters.org/permits/erp.

If you have questions, please contact Carolyn Pina at the Brooksville Service Office.

Sincerely,

David Kramer, P.E. Bureau Chief Environmental Resource Permit Bureau Regulation Division

DK:CJP:sg

cc:

Matthew Morris, P.E., Morris Engienering & Consulting, L.L.C. James Harvey, Kolter Acquisitions, L.L.C.

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

4B



Employer

Southwest Florida Water Management District

2319 broad Street, brooksylle, Florida 34004-0899 (352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

Bartow Office

170 Century Boulevard Bartow, Florida 33830-7700 (863) 534-1448 or 1-800-492-7862 (FL only) Sarasota Office

78 Sarasota Center Boulevard Sarasota, Florida 34240-9770 (941) 377-3722 or 1-800-320-3503 (FL only) Tampa Office

7601 U.S. 301 North (Fort King Highway) Tampa, Florida 33637-6759 (813) 985-7481 or 1-800-836-0797 (FL only)

October 15, 2021

Beaumont Community Development District c/o Kolter Acquisitions, L.L.C. Attn: Greg Meath, Vice President 14025 Riveredge Drive, Suite 175 Tampa, FL 34367

Subject:

Transfer to Operation Phase

Project Name: Permit No.:

Beaumont 43043580.000

Compliance No.:

412524 Sumter

County: Sec/Twp/Rge:

S4/T19S/R23E

Dear Mr. Meath:

The request to transfer the subject permit to the operation phase has been approved. District staff have reviewed the submitted information and determined that the stormwater management system was in compliance at the time of our inspection. The District reserves the right to inspect the project in the future to ensure continued compliance with state law and District rules. The permit, approved drawings, and other documents are available for viewing through the District's Application and Permit Search Tools at http://watermatters.org/wmiserp.

The subject permit contains a condition requiring periodic inspection and maintenance. The inspections are required every two (2) years. A record of each inspection (including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted) must be maintained, and must be made available to the District upon request. Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), Operation and Maintenance Inspection Certification available on the District's website, http://www.watermatters.org/permits/erp, describing the remedial actions taken to resolve the failure or deviation.

As outlined in Subsection 62-330.340, F.A.C., "A Permittee shall notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. This notification can be submitted on Form 62-330.340(1) –Request To Transfer Permit available on the District's website, http://www.watermatters.org/permits/erp.

If you have questions, please contact Carolyn Pina at the Brooksville Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

DK:CJP:sg

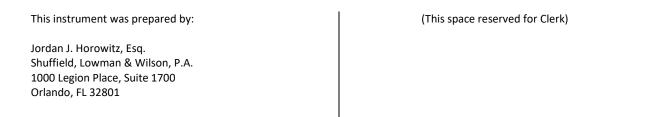
CC:

James Harvey, KLP Villages

Matthew Morris, P.E., Morris Engineering & Consulting

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

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SIGN EASEMENT

THIS	SIGN EASEMENT ("Easement A	Agreement") is	made an	nd entered	into to	be	effective	the
day of	, 2022 and b	y and between:						

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Wildwood, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**" or "**Grantor**"), and

KLP BEAUMONT COMMERCIAL LLC, a Florida limited liability company, whose mailing address is 14025 Riveredge Drive, Suite 175, Tampa, Florida 33637 ("**Grantee**," or "**KLP**," together with Grantor, "**Parties**");

RECITALS

WHEREAS, Grantor was established pursuant to Chapter 190, *Florida Statutes*, as amended ("Act"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, Grantor is the owner of a community monument sign located in the City of Wildwood, Florida ("Monument"), as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Monument Easement Area"); and

WHEREAS, Grantor owns and operates the Monument as part of its overall capital improvement plan and pursuant to a grant of easement as set forth in the *First Amendment to Declaration of Easements, Covenants, and Restrictions for Beaumont Commercial,* recorded at Instrument 202060053082, Book 3876, Page 84 of the Public Records of Sumter County, Florida, and that certain *Special Warranty Deed with Grant and Reservation of Easements,* recorded of even date herewith in the Public Records of Sumter County, Florida; and

WHEREAS, Grantor also has an assignable easement interest in that certain property located in the City of Wildwood, Florida, as more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference ("Wayfinding Easement Area" and together with the Monument Easement Area, the "Easement Areas"); and

WHEREAS, KLP is the owner of Lots 258 ("Lot 258") and 260 ("Lot 260"), of SUNDANCE EXTENSION EAST, according to the plat thereof, as recorded in Plat Book 19, Pages 13 and 13A, of the Public Records of Sumter County, Florida (the "Grantee Property"); and

WHEREAS, Grantee has requested that Grantor grant to Grantee an easement over the Monument Easement Area for the installation, operation, maintenance, repair and replacement of an individual signage panel, on the Monument as set forth in the plan attached hereto as Exhibit "C" (together, "Monument Sign Improvements"), and Grantor is agreeable to granting such an easement on the terms and conditions set forth herein; and

WHEREAS, Grantee has requested that Grantor also grant to Grantee an easement over the Wayfinding Easement Area for the construction, installation, operation, maintenance, repair and replacement of a wayfinding sign as set forth in the plan attached hereto as Exhibit "D" ("Wayfinding Sign"), and Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- **1. RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.
- 2. MONUMENT EASEMENT. Grantor hereby grants to Grantee a non-exclusive easement (which easement shall be appurtenant to the Grantee Property) over, upon, under, through, and across the Monument Easement Area for ingress and egress and for the installation, operation, maintenance, repair and replacement of the Monument Sign Improvements ("Monument Easement"). Grantor agrees to allow Grantee to use such reasonable area outside the Monument Easement Area as is necessary for installation and maintenance of the Monument Sign Improvements. The owner of Lot 258's sign panel shall be located entirely within the area on the middle panel of the steel frame as shown on Exhibit "C". The owner of Lot 260's sign panel shall be located entirely within the area on the lower panel of the steel frame as shown on Exhibit "C". By way of clarification only, there shall be only one (1) Wayfinding Sign constructed within the Monument Easement Area.

Grantor acknowledges that the steel signage frame may be shared with the owner of Lot 260, SUNDANCE EXTENSION EAST, according to the plat thereof, as recorded in Plat Book 19, Pages 13 and 13A, of the Public Records of Sumter County, Florida), and that, notwithstanding anything to the contrary herein, and without any further consent of the Grantee, the District has granted the Adjacent Commercial Owner or their successors in interest rights to install, operate, maintain, repair and replace the shared steel signage frame, as well as signage panels below the top panel shown on **Exhibit "C"** pursuant to that certain Sign Easement recorded at Instrument 202160020569, Book 3977, Page 489 of the Public Records of Sumter County, Florida. Regardless, Grantee shall be responsible hereunder for all costs associated with the exercise of the rights granted hereunder (i.e., the costs of installing, operating, maintaining, repairing and replacing the Monument Sign Improvements).

3. WAYFINDING EASEMENT. Grantor hereby grants to Grantee a non-exclusive easement (which easement shall be appurtenant to the Grantee Property) over, upon, under, through, and across the Wayfinding Easement Area for ingress and egress and for the installation, operation, maintenance, repair and replacement of the Wayfinding Sign ("Wayfinding Easement"). Grantor agrees to allow Grantee to use such reasonable area outside the Wayfinding Easement Area as is necessary for installation and maintenance of the Monument Sign Improvements and Grantee's wayfinding sign. Grantee's use of the Wayfinding Easement Area shall not interfere with Grantor's use of the existing 10'

Landscape, Irrigation and Wall/Fence Easement shown on the Sundance Extension East Plat. Grantee shall be responsible hereunder for all costs associated with the exercise of the rights granted hereunder (i.e., the costs of installing, operating, maintaining, repairing and replacing the Wayfinding Sign). Grantor may grant to any third party ("Additional Grantee") rights to use the Wayfinding Sign and/or Wayfinding Easement, provided that any such Additional Grantee shares equally with Grantee and any Additional Grantee(s) in the cost of installing, operating, maintaining, repairing and replacing the Wayfinding Sign.

- **4. DAMAGE.** Grantee shall use all due care to protect the Easement Areas and adjoining property from damage resulting from Grantee's use of the Easement Areas. In the event that Grantee, or its respective employees, agents, assignees, contractors (or its subcontractors, employees or materialmen), or representatives cause damage to the Easement Areas or to adjacent property or improvements in the exercise of the easement rights granted herein, Grantee, at Grantee's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.
- **5. INSURANCE.** Grantee and/or any contractors performing work for Grantee on the Easement Areas shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantor, and its Supervisors, staff and representatives, as insureds, as their interests may appear in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.
- 6. INDEMNITY. To the extent permitted by law, Grantee shall indemnify and hold harmless Grantor, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "Indemnitees"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which arise out of any of the activities referred to under the terms of this Easement Agreement or use of the Easement Areas by Grantee, or its respective successors, assigns, agents, employees, contractors (including but not limited to subcontractors, materialmen, etc.), officers, invitees, or representatives, including but not limited to loss of life, injury to persons or damage to, or destruction or theft of property.
- **7. SOVEREIGN IMMUNITY.** Nothing contained in this Easement Agreement shall constitute or be construed as a waiver of Grantor's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.
- **8. LIENS.** Grantee shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against the Easement Areas or other Grantor property in connection with the exercise of its rights hereunder.
- **9. EXERCISE OF RIGHTS.** The rights and Easements created by this Easement Agreement are subject to the following provisions:

- (a) Grantee shall install, operate, maintain, repair and replace the Monument Sign Improvements and Wayfinding Sign in a sound, professional manner, and consistent with community standards, and shall be responsible for obtaining any necessary permits or regulatory approvals for such work. Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee shall not discharge onto the Easement Areas or any other areas within the District any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.
- (b) Grantor makes no representation that the Easement Areas are suitable for installation of the Monument Sign Improvements or Wayfinding Sign. Grantee acknowledges that there are or may be existing facilities located within the Easement Areas. Grantee shall not interfere with or cause interruption in the day to day operation of all existing or future facilities in the Easement Areas.
- (c) Nothing herein shall be construed to limit in any way Grantor's rights to (i) construct and maintain in the Easement Areas any structures or other improvements for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Areas, or allow the use of the Easement Area by others, in common with Grantee, or its respective successors and assigns.
- (d) Grantee shall provide notice to Grantor at least 24 hours prior to conducting any work in the Easement Areas.
- 10. **DEFAULT.** A default by the Grantor or Grantee under this Easement Agreement shall entitle the other Parties to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and specific performance. Additionally, in an event of default, but only after providing Grantee written notice and an opportunity to cure within 10 days, Grantor may exercise its right to operate, maintain, repair and replace the Monument Sign Improvements and/or Wayfinding Sign at Grantee's cost and expense, provided however that Grantor shall not be deemed to have any obligation to do so.
- 11. **ENFORCEMENT.** In the event that the Grantor or Grantee seek to enforce this Easement Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- 12. NOTICES. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays,

Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Grantor and counsel(s) for Grantee(s) may deliver Notice on behalf of the Grantor and Grantee(s), respectively.

- 13. THIRD PARTIES. This Easement Agreement is solely for the benefit of the Grantor and Grantee, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the Grantor and Grantee any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions of this Easement Agreement. Nothing contained in this Easement Agreement shall limit or impair the Grantor's right to protect its rights from interference by a third party.
- **14. ASSIGNMENT.** This Easement Agreement shall constitute a covenant running with the Easement Areas and appurtenant to the Grantee Property, and shall be binding upon the Grantee and its successors and assigns as to the Grantee Property or portions thereof, and any transferee of any portion of the Grantee Property. Subject to the foregoing, neither of the Parties hereto may assign, transfer, or license all or any portion of its rights under this Easement Agreement without the prior written consent of the other party. Any purported assignment, transfer, or license by one of the Parties absent the written consent of the other party shall be void and unenforceable.
- 15. CONTROLLING LAW; VENUE. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Sumter County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Easement Agreement.
- **16. PUBLIC RECORDS.** All documents of any kind provided in connection with this Easement Agreement are public records and are treated as such in accordance with Florida law.
- 17. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions or part of a provision of this Easement Agreement shall not affect the validity or enforceability of the remaining provisions of this Easement Agreement or any part of this Easement Agreement not held to be invalid or unenforceable.
- **18. BINDING EFFECT.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.
- 19. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.
- **20. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by the Grantor and Grantee.
- **21. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

- **22. EFFECTIVE DATE.** The Effective Date of this Easement Agreement shall be the date first written above.
- **23. COUNTERPARTS.** This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.
- **24. BINDING ON FUTURE PARTIES.** The perpetual easement and all covenants and easements contained herein shall run with the land and shall inure to the benefit of and be binding upon the parties, their successors and assigns.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor and Grantee caused this Easement Agreement to be executed, to be effective as of the day and year first written above.

WITNESS	BEAUMONT COMMUNITY DEVELOPMENT DISTRICT
Ву:	
Name:	By:
	Name:
	Title: <u>Chairperson</u>
Ву:	
Name:	
STATE OF	
COUNTY OF	
The foregoing instrumen	t was acknowledged before me by means of \square physical presence or \square
	day of, 2022, by , as
, of BEAUMO	NT COMMUNITY DEVELOPMENT DISTRICT, who appeared before me
this day in person, and who is eit identification.	her personally known to me, or produced as
	NOTARY PUBLIC, STATE OF
(NOTARY SEAL)	Name:
	(Name of Notary Public, Printed, Stamped or
	Typed as Commissioned)

[SIGNATURE PAGE FOR EASEMENT AGREEMENT]

WITNESS

Rv·	KLP BEAUMONT COMMERCIAL LLC, a Florida limited liability company
By: Name:	
	By: James P. Harvey Authorized Signatory
Ву:	
Name:	
STATE OF	
online notarization, this da KLP Beaumont Commercial LLC, a person, and who is either per	ras acknowledged before me by means of physical presence or y of, 2022, by James P. Harvey as Authorized Signatory o Florida limited liability company, who appeared before me this day in rsonally known to me, or produced a
identification.	NOTABY BUBLIC STATE OF
(NOTARY SEAL)	NOTARY PUBLIC, STATE OF
	(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT "A"

Monument Easement Area

That certain "Signage Easement" located in the southwestern corner of Lot 256 and as identified on the plat entitled "SUNDANCE EXTENSION EAST," as recorded in Plat Book 19, Pages 13 and 13A, of the Public Records of Sumter County, Florida.

EXHIBIT "B"

Wayfinding Easement Area

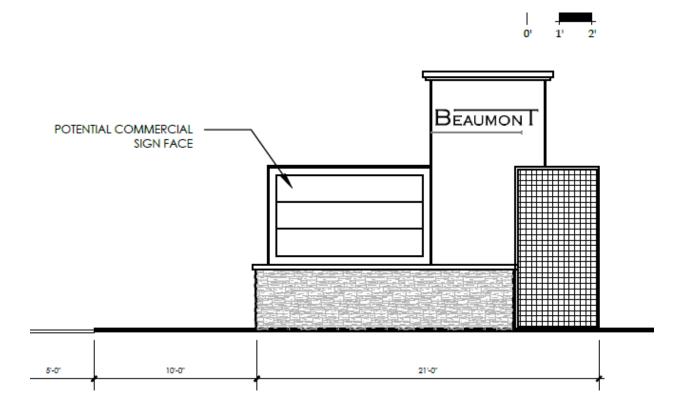
DESCRIPTION: A portion of LOT 256, SUNDANCE EXTENSION EAST, according to the plat thereof, as recorded in Plat Book 19, Pages 13 through 13A, inclusive, of the Public Records of Sumter County, Florida, and being more particularly described as follows:

COMMENCE at the Westernmost corner of said LOT 256, run thence along the Westerly boundary thereof the following two (2) courses: 1) N.00°06'55"E., a distance of 197.48 feet to the **POINT OF BEGINNING**; 2) continue, N.00°06'55"E., a distance of 5.00 feet; thence S.89°53'05"E., a distance of 10.00 feet to a point on the Easterly boundary of a ten (10) foot wide LANDSCAPE, IRRIGATION AND WALL/FENCE EASEMENT; thence along said Easterly boundary, S.00°06'55"W., a distance of 5.00 feet; thence N.89°53'05"W., a distance of 10.00 feet to aforesaid Westerly boundary of LOT 256 and the **POINT OF BEGINNING**.

Containing 50 square feet, more or less.

EXHIBIT "C"

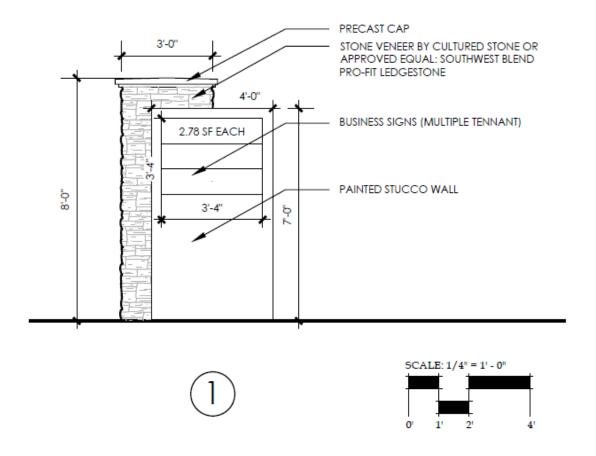
Monument



SCALE: 1/8" = 1' - 0"

EXHIBIT "D"

Wayfinding Sign



Inst. Number: 202160020569 Book: 3977 Page: 489 Page 1 of 13 Date: 4/14/2021 Time: 12:13 PM Gloria Hayward Clerk of Courts, Sumter County, Florida

112.00 Rec 7.80 misc

Gloria R. Hayward, Sumter County Clerk of Court Inst: 202160020569 Date: 04/14/2021 Time: 12:13PM Page 1 of 13 B: 3977 P: 489 By: ML

This instrument was prepared by:

Hopping, Green, & Sams, P.A. 119 South Monroe Street, Suite 300 (32301) Post Office Box 6526 Tallahassee, FL 32314 (This space reserved for Clerk)

SIGN EASEMENT

THIS SIGN EASEMENT ("Easement Agreement") is made and entered into to be effective the day of _______, 2021 and by and between:

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in the City of Wildwood, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**" or "**Grantor**"), and

SHSB 466, LLC, a Florida limited liability company, whose mailing address is 4951 Calypso Cay Way, Kissimmee, FL 34746 ("Grantee," or "SHSB," together with Grantor, "Parties");

RECITALS

WHEREAS, Grantor was established pursuant to Chapter 190, Florida Statutes, as amended ("Act"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, Grantor is the owner of a community monument sign located in the City of Wildwood, Florida ("Monument"), as more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference ("Monument Easement Area"); and

WHEREAS, Grantor owns and operates the Monument as part of its overall capital improvement plan and pursuant to a grant of easement as set forth in the *First Amendment to Declaration of Easements, Covenants, and Restrictions for Beaumont Commercial,* recorded at Instrument 202060053082, Book 3876, Page 84 of the Public Records of Sumter County, Florida, and that certain *Special Warranty Deed with Grant and Reservation of Easements,* recorded of even date herewith in the Public Records of Sumter County, Florida; and

WHEREAS, Grantor also has an assignable easement interest in that certain property located in the City of Wildwood, Florida, as more particularly described in Exhibit "B" attached hereto and incorporated herein by this reference ("Wayfinding Easement Area" and together with the Monument Easement Area, the "Easement Areas"); and

WHEREAS, Grantor holds its assignable easement interest in the Wayfinding Easement Area pursuant to that certain *Special Warranty Deed with Grant and Reservation of Easements*, recorded of even date herewith in the Public Records of Sumter County, Florida; and

Inst. Number: 202160020569 Book: 3977 Page: 490 Page 2 of 13 Date: 4/14/2021 Time: 12:13 PM

Gloria Hayward Clerk of Courts, Sumter County, Florida

Gloria R. Hayward, Sumter County Clerk of Court Inst: 202160020569 Date: 04/14/2021 Time: 12:13PM

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WHEREAS, SHSB is the owner of Lot 259, of SUNDANCE EXTENSION EAST, according to the plat thereof, as recorded in Plat Book 19, Pages 13 and 13A, of the Public Records of Sumter County, Florida (the "Grantee Property"); and

WHEREAS, Grantee has requested that Grantor grant to Grantee an easement over the Monument Easement Area for the installation, operation, maintenance, repair and replacement of a steel signage frame, and individual signage panel, on the Monument as set forth in the plan attached hereto as Exhibit "C" (together, "Monument Sign Improvements"), and Grantor is agreeable to granting such an easement on the terms and conditions set forth herein; and

WHEREAS, Grantee has requested that Grantor also grant to Grantee an easement over the Wayfinding Easement Area for the construction, installation, operation, maintenance, repair and replacement of a wayfinding sign as set forth in the plan attached hereto as Exhibit "D" ("Wayfinding Sign"), and Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- **1. RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.
- 2. MONUMENT EASEMENT. Grantor hereby grants to Grantee a non-exclusive easement (which easement shall be appurtenant to the Grantee Property) over, upon, under, through, and across the Monument Easement Area for ingress and egress and for the installation, operation, maintenance, repair and replacement of the Monument Sign Improvements ("Monument Easement"). Grantor agrees to allow Grantee to use such reasonable area outside the Monument Easement Area as is necessary for installation and maintenance of the Monument Sign Improvements. SHSB's sign panel shall be located entirely within the area on the top panel of the steel frame as shown on Exhibit "C".

Grantor acknowledges that the steel signage frame may be shared with two other commercial parcel owners ("Adjacent Commercial Owners") (i.e., owners of Lots 258 and 260, SUNDANCE EXTENSION EAST, according to the plat thereof, as recorded in Plat Book 19, Pages 13 and 13A, of the Public Records of Sumter County, Florida), and that, notwithstanding anything to the contrary herein, and without any further consent of the Grantee, the District may grant those Adjacent Commercial Owners or their successors in interest rights to install, operate, maintain, repair and replace the shared steel signage frame, as well as signage panels below the top panel shown on Exhibit "C". Regardless, Grantee shall be responsible hereunder for all costs associated with the exercise of the rights granted hereunder (i.e., the costs of installing, operating, maintaining, repairing and replacing the Monument Sign Improvements).

3. WAYFINDING EASEMENT. Grantor hereby grants to Grantee a non-exclusive easement (which easement shall be appurtenant to the Grantee Property) over, upon, under, through, and across the Wayfinding Easement Area for ingress and egress and for the installation, operation, maintenance, repair and replacement of the Wayfinding Sign ("Wayfinding Easement"). Grantor agrees to allow Grantee to use such reasonable area outside the Wayfinding Easement Area as is necessary for

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Gloria Hayward Clerk of Courts, Sumter County, Florida

Gloria R. Hayward, Sumter County Clerk of Court Inst: 202160020569 Date: 04/14/2021 Time: 12:13PM Page 3 of 13 B: 3977 P: 491 By: ML

installation and maintenance of the Monument Sign Improvements and Grantee's wayfinding sign. Grantee's use of the Wayfinding Easement Area shall not interfere with Grantor's use of the existing 10' Landscape, Irrigation and Wall/Fence Easement shown on the Sundance Extension East Plat. Grantee shall be responsible hereunder for all costs associated with the exercise of the rights granted hereunder (i.e., the costs of installing, operating, maintaining, repairing and replacing the Wayfinding Sign). Grantor may grant to any third party ("Additional Grantee") rights to use the Wayfinding Sign and/or Wayfinding Easement, provided that any such Additional Grantee shares equally with Grantee and any Additional Grantee(s) in the cost of installing, operating, maintaining, repairing and replacing the Wayfinding Sign.

- **4. DAMAGE.** Grantee shall use all due care to protect the Easement Areas and adjoining property from damage resulting from Grantee's use of the Easement Areas. In the event that Grantee, or its respective employees, agents, assignees, contractors (or its subcontractors, employees or materialmen), or representatives cause damage to the Easement Areas or to adjacent property or improvements in the exercise of the easement rights granted herein, Grantee, at Grantee's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.
- 5. INSURANCE. Grantee and/or any contractors performing work for Grantee on the Easement Areas shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantor, and its Supervisors, staff and representatives, as insureds, as their interests may appear in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage.
- 6. INDEMNITY. To the extent permitted by law, Grantee shall indemnify and hold harmless Grantor, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "Indemnitees"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which arise out of any of the activities referred to under the terms of this Easement Agreement or use of the Easement Areas by Grantee, or its respective successors, assigns, agents, employees, contractors (including but not limited to subcontractors, materialmen, etc.), officers, invitees, or representatives, including but not limited to loss of life, injury to persons or damage to, or destruction or theft of property.
- 7. **SOVEREIGN IMMUNITY.** Nothing contained in this Easement Agreement shall constitute or be construed as a waiver of Grantor's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.
- **8. LIENS.** Grantee shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against the Easement Areas or other Grantor property in connection with the exercise of its rights hereunder.
- 9. **EXERCISE OF RIGHTS.** The rights and Easements created by this Easement Agreement are subject to the following provisions:

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Gloria Hayward Clerk of Courts, Sumter County, Florida

Gloria R. Hayward, Sumter County Clerk of Court
Inst: 202160020569 Date: 04/14/2021 Time: 12:13PM
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- (a) Grantee shall install, operate, maintain, repair and replace the Monument Sign Improvements and Wayfinding Sign in a sound, professional manner, and consistent with community standards, and shall be responsible for obtaining any necessary permits or regulatory approvals for such work. Any rights granted hereunder shall be exercised by Grantee only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. Grantee shall not discharge onto the Easement Areas or any other areas within the District any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.
- (b) Grantor makes no representation that the Easement Areas are suitable for installation of the Monument Sign Improvements or Wayfinding Sign. Grantee acknowledges that there are or may be existing facilities located within the Easement Areas. Grantee shall not interfere with or cause interruption in the day to day operation of all existing or future facilities in the Easement Areas.
- (c) Nothing herein shall be construed to limit in any way Grantor's rights to (i) construct and maintain in the Easement Areas any structures or other improvements for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Areas, or allow the use of the Easement Area by others, in common with Grantee, or its respective successors and assigns.
- $\qquad \qquad (d) \qquad \text{Grantee shall provide notice to Grantor at least 24 hours prior to conducting any work in the Easement Areas.}$
- on the right of actual damages, injunctive relief, and specific performance. Additionally, in an event of default, but only after providing Grantee written notice and an opportunity to cure within 10 days, Grantor may exercise its right to operate, maintain, repair and replace the Monument Sign Improvements and/or Wayfinding Sign at Grantee's cost and expense, provided however that Grantor shall not be deemed to have any obligation to do so.
- 11. **ENFORCEMENT.** In the event that the Grantor or Grantee seek to enforce this Easement Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- 12. NOTICES. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays,

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Gloria Hayward Clerk of Courts, Sumter County, Florida

Gloria R. Hayward, Sumter County Clerk of Court Inst: 202160020569 Date: 04/14/2021 Time: 12:13PM Page 5 of 13 B: 3977 P: 493 By: ML

Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Grantor and counsel(s) for Grantee(s) may deliver Notice on behalf of the Grantor and Grantee(s), respectively.

- Grantee, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Easement Agreement. Nothing in this Easement Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the Grantor and Grantee any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions of this Easement Agreement. Nothing contained in this Easement Agreement shall limit or impair the Grantor's right to protect its rights from interference by a third party.
- 14. ASSIGNMENT. This Easement Agreement shall constitute a covenant running with the Easement Areas and appurtenant to the Grantee Property, and shall be binding upon the Grantee and its successors and assigns as to the Grantee Property or portions thereof, and any transferee of any portion of the Grantee Property. Subject to the foregoing, neither of the Parties hereto may assign, transfer, or license all or any portion of its rights under this Easement Agreement without the prior written consent of the other party. Any purported assignment, transfer, or license by one of the Parties absent the written consent of the other party shall be void and unenforceable.
- 15. CONTROLLING LAW; VENUE. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Sumter County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Easement Agreement.
- **16. PUBLIC RECORDS.** All documents of any kind provided in connection with this Easement Agreement are public records and are treated as such in accordance with Florida law.
- 17. SEVERABILITY. The invalidity or unenforceability of any one or more provisions or part of a provision of this Easement Agreement shall not affect the validity or enforceability of the remaining provisions of this Easement Agreement or any part of this Easement Agreement not held to be invalid or unenforceable.
- 18. BINDING EFFECT. This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.
- 19. **AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.
- 20. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by the Grantor and Grantee.
- **21. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

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Gloria Hayward Clerk of Courts, Sumter County, Florida

Gloria R. Hayward, Sumter County Clerk of Court Inst: 202160020569 Date: 04/14/2021 Time: 12:13PM Page 6 of 13 B: 3977 P: 494 By: ML

- **22. EFFECTIVE DATE.** The Effective Date of this Easement Agreement shall be the date first written above.
- **23. COUNTERPARTS.** This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.
- 24. BINDING ON FUTURE PARTIES. The perpetual easement and all covenants and easements contained herein shall run with the land and shall inure to the benefit of and be binding upon the parties, their successors and assigns.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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Gloria Hayward Clerk of Courts, Sumter County, Florida

Gloria R. Hayward, Sumter County Clerk of Court Inst: 202160020569 Date: 04/14/2021 Time: 12:13PM Page 7 of 13 B: 3977 P: 495 By: ML

IN WITNESS WHEREOF, Grantor and Grantee caused this Easement Agreement to be executed, to be effective as of the day and year first written above.

WITNESS

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

By:

Name: MATTHEW Afonso

Name: James P. Harve

Bv:

Name: Breat. Which

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

NOTARY PUBLIC, STATE OF FLORIDA

PAL)
Notary Public State of Florida
Bryon T LoPreste
My Commission GG 919288
Support 01/27/2024

Name: 3470-1. W/1117

(Name of Notary Public, Printed, Stamped or

Typed as Commissioned)

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Gloria Hayward Clerk of Courts, Sumter County, Florida

Gloria R. Hayward, Sumter County Clerk of Court Inst: 202160020569 Date: 04/14/2021 Time: 12:13PM Page 8 of 13 B: 3977 P: 496 By: ML

[SIGNATURE PAGE FOR EASEMENT AGREEMENT]

WITNESS

Name:

SHSB 466, LLC,

a Florida limited liability company

By: WILDWOOD STORAGE, LLC,

a Florida limited liability company, its Manager

By: WW STORAGE, LLC,

a Florida limited liability company, its Manager

Stephén W. Bradley, Manager

By:

Jason W. Sean

The foregoing instrument, was acknowledged before me by means of **Y** physical presence or **D** online notarization, this 26th day of March, 2021, by Stephen W. Bradley as Manager of WW STORAGE, LLC, a Florida limited liability company, Manager of Wildwood Storage, LLC, a Florida limited liability company, Manager of SHSB 466, LLC, a Florida limited liability company, who appeared before this day in person, and who is either personally known to me, or produced

driver's License as identification.

(NOTARY SEAL)

Patricia J. Vaughan NOTARY PUBLIC STATE OF FLORIDA Comm# GG922849 Expires 11/2/2023

Patricia J. Vaughan

(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Inst. Number: 202160020569 Book: 3977 Page: 497 Page 9 of 13 Date: 4/14/2021 Time: 12:13 PM

Gloria Hayward Clerk of Courts, Sumter County, Florida

Gloria R. Hayward, Sumter County Clerk of Court Inst: 202160020569 Date: 04/14/2021 Time: 12:13PM Page 9 of 13 B: 3977 P: 497 By: ML

EXHIBIT "A"

Monument Easement Area

That certain "Signage Easement" located in the southwestern corner of Lot 256 and as identified on the plat entitled "SUNDANCE EXTENSION EAST," as recorded in Plat Book 19, Pages 13 and 13A, of the Public Records of Sumter County, Florida.

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EXHIBIT "B"
WAY FINDING EASEMENT AFEA

Description Sketch

(Not A Survey)

DESCRIPTION: A portion of LOT 256, SUNDANCE EXTENSION EAST, according to the plat thereof, as recorded in Plat Book 19, Pages 13 through 13A, inclusive, of the Public Records of Sumter County, Florida, and being more particularly described as follows:

COMMENCE at the Westernmost corner of said LOT 256, run thence along the Westerly boundary thereof the following two (2) courses: 1) N.00°06'55"E., a distance of 197.48 feet to the POINT OF BEGINNING; 2) continue, N.00°06'55"E., a distance of 5.00 feet; thence S.89°53'05"E., a distance of 10.00 feet to a point on the Easterly boundary of a ten (10) foot wide LANDSCAPE, IRRIGATION AND WALL/FENCE EASEMENT; thence along said Easterly boundary, S.00°06'55"W., a distance of 5.00 feet; thence N.89°53'05"W., a distance of 10.00 feet to aforesaid Westerly boundary of LOT 256 and the POINT OF BEGINNING.

Containing 50 square feet, more or less.

BASIS OF BEARING:

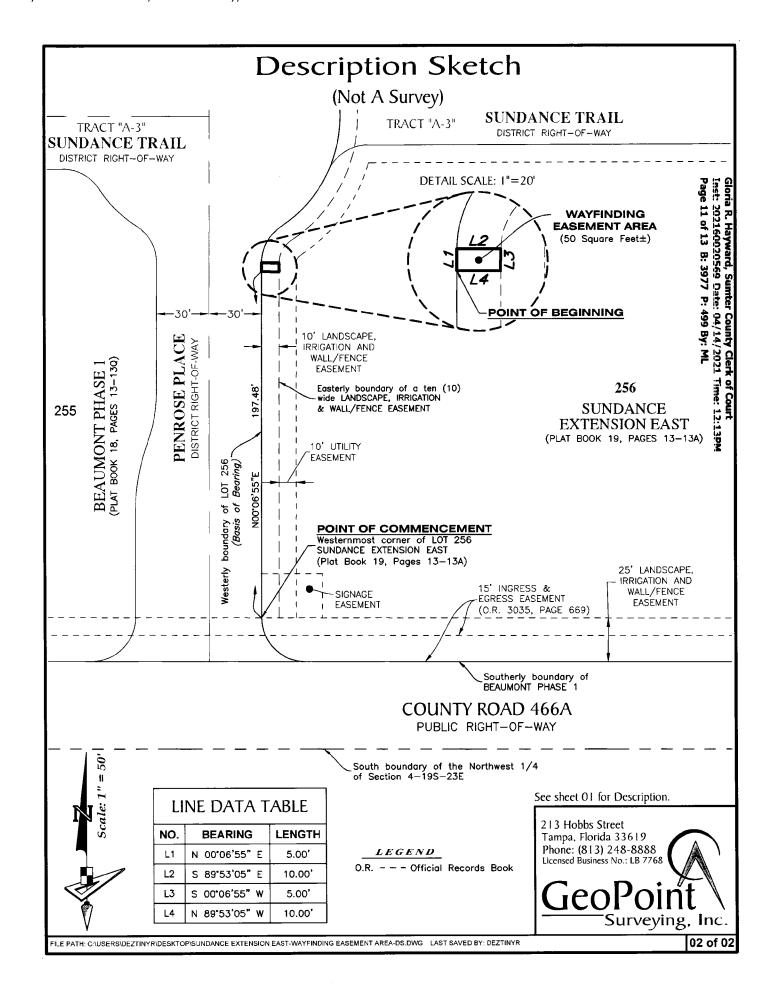
Bearings shown hereon are based on the Westerly boundary of LOT 256, SUNDANCE EXTENSION EAST, according to the plat thereof, as recorded in Plat Book 19, Pages 13 through 13A, inclusive, of the Public Records of Sumter County, Florida, having a Grid bearing of N.00°06'55"E. The Grid Bearings as shown hereon refer to the State Plane Coordinate System, North America Horizontal Datum of 1983 (NAD 83-2011 ADJUSTMENT) for the West Zone of Florida.

See sheet 02 for sketch.

PROJECT:	Sundance Extension	n East		Prepared	FMIROLITER,		
PHASE: V	Vayfinding Easement	Area		MILLEY	OPAID ALAN	The state of the s	213 Hobbs Street
DRAWN: D	JR DATE: 03/26/21	CHECKED	BY: AJM	S.T.	UCENSE'		Tampa, Florida 33619
	REVISION	√S					Phone: (813) 248-8888
DATE	DESCRIPTION		DRAWN BY	ربيهي	6411	سينجرا	Licensed Business No.: LB 7768
					State of	S #	Cooppoint
				David	A Maiams	2	GeoPoint \
				FLONDA ³		£6423	Surveying, Inc.
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Gloria Hayward Clerk of Courts, Sumter County, Florida



Gloria R. Hayward, Sumter County Clerk of Court Inst: 202160020569 Date: 04/14/2021 Time: 12:13PM Page 12 of 13 B: 3977 P: 500 By: ML

EXHIBIT "C" Monument BEAUMONT POTENTIAL COMMERCIAL SIGN FACE 5-0 10,-0, 29'-0"

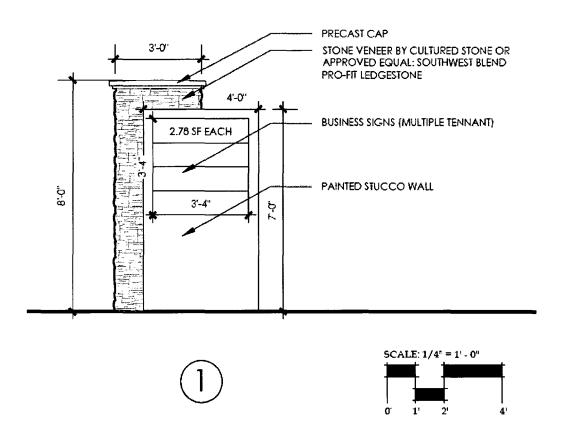
SCALE: 1/8" = 1" - 0"

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EXHIBIT "D"

Gloria R. Hayward, Sumter County Clerk of Court Inst: 202160020569 Date: 04/14/2021 Time: 12:13PM Page 13 of 13 B: 3977 P: 501 By: ML

Wayfinding Sign



BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEAUMONT COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIR AND VICE CHAIR THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, Florida Statutes, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

WHEREAS, the District has adopted or intends to adopt an "Engineer's Report," which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed thereto (the "Improvements"); and

WHEREAS, in connection with the development of the Improvements in accordance with the Engineer's Report, the District may, from time to time, (i) obtain and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of the Improvements, and (ii) accept, convey and dedicate certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of Improvements, work product and land ((i) and (ii) together, the "Conveyance Documents"); and

WHEREAS, to facilitate the efficient development of the Improvements, the District desires to authorize the Chair, and other officers in the Chair's absence, to approve and execute the Conveyance Documents; and

WHEREAS, the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

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

- **1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.
- **2. DELEGATION OF AUTHORITY.** The Chair of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute Conveyance Documents as defined above. The Vice Chair or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any

such Conveyance Documents in the Chair's absence. The Vice Chair, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such Conveyance Documents. Such authority shall be subject to the review and approval of the District Engineer and District Manager, in consultation with District Counsel.

- **3. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.
- **4. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of Conveyance Documents.

PASSED AND ADOPTED this 14th day of February, 2022.

ATTEST:	BEAUMONT COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEAUMONT COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED 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 (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Wildwood, Sumter County, 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") has previously adopted the *Prompt Payment Policies and Procedures* ("Policies") to govern prompt payments; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board finds that it is in the best interests of the District to adopt by resolution the *Amended and Restated Prompt Payment Policies and Procedures* ("Amended Policies"), 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:

- **SECTION 1.** The Amended Policies, attached hereto as **Exhibit A**, are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Amended Policies shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Amended Policies shall automatically be amended to incorporate the new requirements of law without any further action by the Board.
- **SECTION 2.** The Amended Policies hereby adopted supplant and replace all previous versions of the Policies (if any).
- **SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.
- **SECTION 4.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 14th day of February, 2022.

ATTEST:		BEAUMONT COMMUNITY DEVELOPMENT DISTRICT
 Secretary/A	ssistant Secretary	Chairperson, Board of Supervisors
Exhibit A:	Amended and Restated P	rompt Payment Policies and Procedures

EXHIBIT A

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

Amended & Restated Prompt Payment Policies and Procedures

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

February 14, 2022

Beaumont Community Development District Amended and Restated 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") Amended and Restated 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 85-8017523202C-7. 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 (877) 276-0889, email wrathellc@whhassociates.com, Fax (561) 571-0013).

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 approved in writing by the Board of the District Manager
- 6. 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:
 - 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 Provider.

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 Community Development District c/o Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431

2. Email Address

beaumontcdd@districtap.com

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 <u>latest</u> 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 Provider 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 Provider shall identify the Agent to which the Provider shall submit its payment 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. Provider'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:
 - i. Be provided in writing;
 - ii. Specify any and all known deficiencies; and
 - iii. State actions necessary to correct the Improper Invoice.
- c. If a Provider 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 Provider

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, 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. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the

payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.

- 4. 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.
- 5. 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).
- 6. 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.
- 7. 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. (§218.735(9), 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

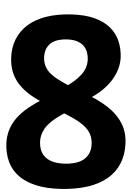
All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider 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. (§218.74 (4), 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





MEMORANDUM

To: District Manager

District Engineer

From: District Counsel

Date: October 12, 2021

Subject: Stormwater Management Needs Analysis

(Chapter 2021-194, Laws of Florida/HB53)

We are writing with an update regarding the new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s).

The Office of Economic and Demographic Research ("OEDR") recently promulgated additional details and an excel template for reporting the stormwater needs analyses (attached hereto for reference). Similar documents for the wastewater needs analyses will be available soon at which time we will again supplement this memorandum.

A brief summary of the new law and its requirements were set forth in our previous memorandum, attached to this memorandum for your reference in **Exhibit A**. Please feel free to contact us with any questions.

When is the deadline?

For both wastewater and stormwater, the first analysis must be submitted by **June 30, 2022** and updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

What steps should the District take?

- District engineers should review the stormwater needs analysis excel workbook and submit a work authorization for approval by the District's Board prior to commencing work. We recommend presenting the work authorization to the Board as soon as is practical, but no later than the first quarter of 2022.
- District managers should review the stormwater needs analysis excel workbook and start entering information that is readily available. The district manager may be able to complete the "background information" section and provide data on stormwater O&M expenditures, among other assistance.
- Once the work authorization is approved, the district manager should work with the district engineer to complete the remainder of the stormwater needs analyses with the final version submitted to the District no later than May 15, 2022.



• In some cases, districts may require outside consulting or evaluation to complete the needs analyses. Since the necessity of this additional step may not be immediately apparent, we recommend that district managers begin coordinating with their engineers as soon as possible.

Stormwater Needs Analysis Resources from OEDR

- OEDR website http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm
- Excel Workbook (stormwater needs analysis reporting template)

 http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.xlsx
 (last updated October 8, 2021)
- PDF Version for (essentially the same as the Excel workbook)

 http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.pdf
 (last updated October 8, 2021)

Wastewater Needs Analysis Resources from OEDR

• Forthcoming.

Exhibit A



MEMORANDUM

To: District Manager, District Engineer

From: District Counsel

Date: September 7, 2021

Subject: Wastewater Services and Stormwater Management Needs Analysis

(Chapter 2021-194, Laws of Florida/HB53)

We are writing to inform you of a new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s). The requirements relating to wastewater services are found in Section 4 of Chapter 2021-194, Laws of Florida, creating Section 403.9301, Florida Statutes, and the requirements relating to stormwater management programs and systems are found in Section 5 of Chapter 2021-194, Laws of Florida, creating Section 403.9302, Florida Statutes (attached hereto for reference).

A brief summary of the new law and its requirements is set forth below. Please feel free to contact us with any questions.

What is required?

The Office of Economic and Demographic Research ("OEDR") is expected to promulgate additional details about the requirements of the needs analyses. However, certain general requirements are set forth in the new law.

For wastewater services, the needs analysis must include:

- a) A detailed description of the facilities used to provide wastewater services.
- b) The number of current and projected connections and residents served calculated in 5-year increments.
- c) The current and projected service area for wastewater services.
- d) The current and projected cost of providing wastewater services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

For stormwater management programs and stormwater management systems, the needs analysis must include:

- a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- b) The number of current and projected residents served calculated in 5-year increments.



- c) The current and projected service area for the stormwater management program or stormwater management system.
- d) The current and projected cost of providing services calculated in 5-year increments.
- e) The estimated remaining useful life of each facility or its major components.
- f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

When is the deadline?

For both wastewater and stormwater, the first analysis must be created by **June 30, 2022**, and the analysis must be updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

What steps should districts take?

District engineers and district managers should begin by evaluating what information is already available to the district, and what new information may need to be gathered. Each district should approve a work authorization for their district engineer to create the needs analysis report and should consider proposals for any outside consulting or evaluation that may be necessary, though in most cases we expect this will not be required. In order to provide ample time for completion of the necessary needs analysis reports, we recommend presenting these items for board consideration no later than the first quarter of 2022, or as soon thereafter as is practical. OEDR is anticipated to provide further guidelines for the reporting requirements, none of which we expect to be particularly burdensome, and which will likely include information readily available to districts' engineering and/or environmental professionals. Once we receive further guidance, we will supplement this informational memorandum.

CHAPTER 2021-194

Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term "public works project"; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date: requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

 $255.0991\,$ Contracts for construction services; prohibited local government preferences.—

(2) For <u>any</u> a competitive solicitation for construction services <u>paid</u> for <u>with any</u> in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation <u>to prevent</u> a certified, licensed, or registered contractor,

subcontractor, or material supplier or carrier, from participating in the bidding process that provides a preference based upon:

- (a) The contractor's Maintaining an office or place of business within a particular local jurisdiction;
- (b) The contractor's Hiring employees or subcontractors from within a particular local jurisdiction; or
- (c) The contractor's Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.
- Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:
 - 255.0992 Public works projects; prohibited governmental actions.—
 - (1) As used in this section, the term:
- (b) "Public works project" means an activity exceeding \$1 million in value that is of which 50 percent or more of the cost will be paid for with any from state-appropriated funds that were appropriated at the time of the competitive solicitation and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.
- (2)(a) Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:
- (a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.
- (b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works such project:
- 1. Pay employees a predetermined amount of wages or prescribe any wage rate;
- 2. Provide employees a specified type, amount, or rate of employee benefits;
 - 3. Control, limit, or expand staffing; or

- 4. Recruit, train, or hire employees from a designated, restricted, or single source.
- (c)(b) The state or any political subdivision that contracts for a public works project may not Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that who is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.
 - (3) This section does not apply to the following:
 - (a) Contracts executed under chapter 337.
- (b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.
- Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:
- 403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida's water resources and conservation lands.
- (1) WATER RESOURCES.—The assessment must include all of the following:
- (e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.
 - Section 4. Section 403.9301, Florida Statutes, is created to read:
 - 403.9301 Wastewater services projections.—
- (1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.
 - (2) As used in this section, the term:
- (a) "Domestic wastewater" has the same meaning as provided in s. 367.021.
- (b) "Facility" means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.
- (c) "Treatment works" has the same meaning as provided in s. 403.031(11).

- (d) "Wastewater services" means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.
- (3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:
- (a) A detailed description of the facilities used to provide wastewater services.
- (b) The number of current and projected connections and residents served calculated in 5-year increments.
 - (c) The current and projected service area for wastewater services.
- (d) The current and projected cost of providing wastewater services calculated in 5-year increments.
- (e) The estimated remaining useful life of each facility or its major components.
- (f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- (g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.
- (4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.
- (5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.
- (6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

- Section 5. Section 403.9302, Florida Statutes, is created to read:
- 403.9302 Stormwater management projections.—
- (1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.
 - (2) As used in this section, the term:
- (a) "Facility" means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.
- (b) "Stormwater management program" has the same meaning as provided in s. 403.031(15).
- (c) "Stormwater management system" has the same meaning as provided in s. 403.031(16).
- (3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:
- (a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.
- (b) The number of current and projected residents served calculated in 5-year increments.
- (c) The current and projected service area for the stormwater management program or stormwater management system.
- (d) The current and projected cost of providing services calculated in 5-year increments.
- (e) The estimated remaining useful life of each facility or its major components.
- (f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.
- (g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.
- (4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the

methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

- (5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.
- (6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.
- Section 6. <u>The Legislature determines and declares that this act fulfills an important state interest.</u>

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.

TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document. Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: https://www.flsenate.gov/Laws/Statutes/2021/403.031). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, etc.) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
 - o Private entities or citizens
 - o Federal government
 - o State government, including the Florida Department of Transportation (FDOT)
 - o Water Management Districts
 - o School districts
 - o State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (i.e., dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.*, the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0. The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in \$1,000s (e.g., five hundred thousand dollars should be reported as \$500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (*i.e.*, FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (e.g., Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type the from the dropdown lists in columns B and C.

Links to Template Parts:
Background Information
Part 1
Part 2
Part 3
Part 4
Part 5
Part 6
Part 7
Part 8
Additional Projects - This table contains additional rows for projects that do not fit into the main tables in
Parts 5 and 6

ckground Informati	on	
Please provide y	our contact and location information	on, then proceed to the template on the next sheet.
Name of Local G	iovernment:	
	vater utility, if applicable:	
Contact Person		
Name:		
Position	-	
Email A		
	Number:	
Indicate the Wa	ter Management District(s) in whicl	h your service area is located.
	Northwest Florida Water Manage	ement District (NWFWMD)
	Suwannee River Water Managen	ment District (SRWMD)
	St. Johns River Water Manageme	ent District (SJRWMD)
	Southwest Florida Water Manage	ement District (SWFWMD)
	South Florida Water Managemer	nt District (SFWMD)
Indicate the type	e of local government:	
	Municipality	
	County	
	Independent Special District	

.u Detai	iea aesc	ription o	of the sto	ormwate	er manag	gement program (Section 403.9302(3)(a), F.S.)
operatio	on and m	naintena	nce, and	control	of storm	ed in the Introduction, includes those activities associated with the management, nwater and stormwater management systems, including activities required by state is divided into multiple subparts consisting of narrative and data fields.
.1 Narra	itive Des	cription	:			
any mis	sion stat	ement, o	divisions	or depa	rtments	nstitutional strategy for managing stormwater in your jurisdiction. Please include dedicated solely or partly to managing stormwater, dedicated funding sources, and ach to stormwater:
						ase indicate the importance of each of the following goals for your program:
On a sca	ale of 1 t	o 5, with 2	5 being 3	4	5	
						ase indicate the importance of each of the following goals for your program: Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
0	1	2	3	4	5	
0	1	2	3	4	5	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes)
0		2	3	4	5	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes) Water quality improvement (TMDL Process/BMAPs/other) Reduce vulnerability to adverse impacts from flooding related to increases in frequency and
0		2	3	4	5	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes) Water quality improvement (TMDL Process/BMAPs/other) Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
0		2	3	4	5	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes) Water quality improvement (TMDL Process/BMAPs/other) Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise
			3	4	5	Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes) Water quality improvement (TMDL Process/BMAPs/other) Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise

t 1.2 Current Stormwater I	Program Activities:	
Please provide answers	to the following questions regarding your stormwater management program.	
 Does your juriso 	diction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?	
If yes, i	s your jurisdiction regulated under Phase I or Phase II of the NPDES Program:	
• Does your juriso	diction have a dedicated stormwater utility?	
If no, d	o you have another funding mechanism?	
	If yes, please describe your funding mechanism.	
 Does your juriso 	diction have a Stormwater Master Plan or Plans?	
If Yes:		
	How many years does the plan(s) cover?	
	Are there any unique features or limitations that are necessary to understand what the	e plan does or doe
	not address?	
	Please provide a link to the most recently adopted version of the document (if it is pul	blished online):
 Does your juriso 	diction have an asset management (AM) system for stormwater infrastructure?	
If Yes, o	does it include 100% of your facilities?	
If your	AM includes less than 100% of your facilities, approximately what percent of your	
facilitie	s are included?	

● DUC:	s your stormwater management program implement the following (answer Yes/No):
	A construction sediment and erosion control program for new construction (plans review
	and/or inspection)?
	An illicit discharge inspection and elimination program?
	A public education program?
	A program to involve the public regarding stormwater issues?
	A "housekeeping" program for managing stormwater associated with vehicle maintenance
	yards, chemical storage, fertilizer management, etc. ?
	A stormwater ordinance compliance program (i.e., for low phosphorus fertilizer)?
	Water quality or stream gage monitoring?
	A geospatial data or other mapping system to locate stormwater infrastructure (GIS, etc.)?
	A system for managing stormwater complaints?
	Other specific activities?
1.3 Current St	Notes or Comments on any of the above: ormwater Program Operation and Maintenance Activities
	de answers to the following questions regarding the operation and maintenance activities undertaken by your management program.
Doe	s your jurisdiction typically assume maintenance responsibility for stormwater systems associated
	new private development (i.e., systems that are dedicated to public ownership and/or operation
	n completion)?
upor	n completion)?
upor	
upor	n completion)?

Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc. ? Debris and trash removal from pond skimmers, inlet grates, ditches, etc. ? Invasive plant management associated with stormwater infrastructure? Ditch cleaning? Sediment removal from the stormwater system (vactor trucks, other)? Muck removal (dredging legacy pollutants from water bodies, canal, etc.)? Street sweeping? Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	cormwater operation and maintenance program implement any of the following (answer	
Invasive plant management associated with stormwater infrastructure? Ditch cleaning? Sediment removal from the stormwater system (vactor trucks, other)? Muck removal (dredging legacy pollutants from water bodies, canal, etc.)? Street sweeping? Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	tine mowing of turf associated with stormwater ponds, swales, canal/lake banks, etc.?	
Ditch cleaning? Sediment removal from the stormwater system (vactor trucks, other)? Muck removal (dredging legacy pollutants from water bodies, canal, etc.)? Street sweeping? Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	ris and trash removal from pond skimmers, inlet grates, ditches, etc. ?	
Sediment removal from the stormwater system (vactor trucks, other)? Muck removal (dredging legacy pollutants from water bodies, canal, etc.)? Street sweeping? Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	sive plant management associated with stormwater infrastructure?	
Muck removal (dredging legacy pollutants from water bodies, canal, etc.)? Street sweeping? Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	h cleaning?	
Street sweeping? Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	ment removal from the stormwater system (vactor trucks, other)?	
Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	ck removal (dredging legacy pollutants from water bodies, canal, etc.)?	
	et sweeping?	
	p and mechanical maintenance for trash pumps, flood pumps, alum injection, etc. ?	
Non-structural programs like public outreach and education?	-structural programs like public outreach and education?	
Other specific routine activities?	er specific routine activities?	

Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

	Number	Unit of
	Number	Measurement
Estimated feet or miles of buried culvert:		
Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the		
stormwater program:		
Estimated number of storage or treatment basins (i.e., wet or dry ponds):		
Estimated number of gross pollutant separators including engineered sediment traps such as baffle		
boxes, hydrodynamic separators, etc. :		
Number of chemical treatment systems (e.g., alum or polymer injection):		
Number of stormwater pump stations:		
Number of dynamic water level control structures (e.g., operable gates and weirs that control canal		
water levels):		
Number of stormwater treatment wetland systems:		
Other:		<u> </u>
Notes or Comments on any of the above:		<u> </u>
Notes of Comments of the above.		

	Best Management Practice	Current	Planned
	Tree boxes		
	Rain gardens		
	Green roofs		
	Pervious pavement/pavers		
	Littoral zone plantings		
	Living shorelines		
	Other Best Management Practices:		
e indicate	which resources or documents you used when answering these question	s (check all that apply).	
	Asset management system		
	GIS program		
	MS4 permit application		
	Aerial photos		
	Past or ongoing budget investments		
	Water quality projects		
	Other(s):		
	G the life is a second		

If an independent special district's boundaries are completely aligned with a county or a municipality, identify that jurisdiction here: Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.
Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on
shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on
shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on
that map. Submission of this shapefile also serves to complete Part 4.0 of this template.
nan providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the
ter service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.
, if your service area is expected to change within the 20-year horizon, please describe the changes (e.g., the expiration of ocal agreement, introduction of an independent special district, etc.).

Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)

Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)

Given the volume of services, jurisdictions should use the template's service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, "services" means:

- 1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
- 2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects

- 1. Flood protection, addressed in parts 5.2 and 5.3... this includes capital projects intended for flood protection/flood abatement
- 2. Water quality, addressed in part 5.2 and 5.3... this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
- 3. Resiliency, addressed in part 5.4... this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
- 4. End of useful life replacement projects, addressed in part 6.0... this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project's capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

Part 5.1 Routine Operation and Maintenance

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR's website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

Routine Operation and Maintenance		Expenditures (in \$thousands)						
	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to			
	LF1 2021-2022	2026-27	2031-32	2036-37	2041-42			
Operation and Maintenance Costs								
Brief description of growth greater than 15%	over any 5-year per	iod:						

Part 5.2 Future Expansion (Committed Funding Source)

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

- 5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, etc. Also include major hardware purchases such as vactor/jet trucks.
- 5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, etc., that have a direct stormwater component. The projected expenditures should reflect only those costs.
 - If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

Expansion Projects with a Committed Funding Source

5.2.1 Flood Protection Expenditures (iii Stillousani	5.2.1 Flood Protection	Expenditures (in \$thousands)
--	------------------------	-------------------------------

	=					
Project Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to	
Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42	

5.2.2 Water Quality Expenditures (in \$thousands)

Project Name (or, if applicable, BMAP Project	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Number or ProjID)	LF1 2021-2022	2026-27	2031-32	2036-37	2041-42

Part 5.3 Future Expansion with No Identified Funding Source

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, etc.

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

Expansion Projects with No Identified Funding Source

5.3.1 Flood Protection

Expenditures ((in \$thousands)

Project Name	LEV 2021 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42

5.3.2 Water Quality Expenditures (in Sthousands)

order country	=::p =::===============================					
Project Name (or, if applicable, BMAP Project	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to	
Number or ProjID)	LF1 2021-2022	2026-27	2031-32	2036-37	2041-42	

	Stormwater Master Plan						
	Basin Studies or Engineering Reports						
	Adopted BMAP						
	Adopted Total Maximum Daily Load						
	Regional or Basin-specific Water Qua	lity Improvement	Plan or Restoration	on Plan			
	Specify:						
	Other(s):						
Stormwater proj	ects that are part of resiliency initiati	ves related to clim	nate change				
-	mwater infrastructure relocation or mo		•	•	-		
	verse effects of climate change. When						
	tion participates in a Local Mitigation S		o include the exp	enditures associate	d with your stormw	ater management sys	tem in thi
ategory (for exam	ple, costs identified on an LMS project	list).					
Resilienc	cy Projects with a Committed Funding	Source	Expe	enditures (in \$thou			
Project N	la ma a		2022-23 to	2027-28 to	2032-33 to	2037-38 to	
		1EV 2021 2022	2022 25 10	2027-28 10	2032-33 10	2037-38 10	
	iame	LFY 2021-2022	2026-27	2031-32	2032-33 to	2041-42	
.,,	aarne	LFY 2021-2022					
	ите	LFY 2021-2022					
	ате	LFY 2021-2022					
	ате	LFY 2021-2022					
	ате	LFY 2021-2022					
			2026-27	2031-32	2036-37		
Resilienc	ey Projects with No Identified Funding		2026-27 Exp	2031-32	2036-37 2036-37 sands)	2041-42	
	ey Projects with No Identified Funding		2026-27 Expo 2022-23 to	2031-32 2031-32 enditures (in \$thou 2027-28 to	2036-37 2036-37 sands) 2032-33 to	2041-42 2037-38 to	
Resilienc	ey Projects with No Identified Funding	Source	2026-27 Exp	2031-32	2036-37 2036-37 sands)	2041-42	
Resilienc	ey Projects with No Identified Funding	Source	2026-27 Expo 2022-23 to	2031-32 2031-32 enditures (in \$thou 2027-28 to	2036-37 2036-37 sands) 2032-33 to	2041-42 2037-38 to	
Resilienc	ey Projects with No Identified Funding	Source	2026-27 Expo 2022-23 to	2031-32 2031-32 enditures (in \$thou 2027-28 to	2036-37 2036-37 sands) 2032-33 to	2041-42 2037-38 to	
Resilienc	ey Projects with No Identified Funding	Source	2026-27 Expo 2022-23 to	2031-32 2031-32 enditures (in \$thou 2027-28 to	2036-37 2036-37 sands) 2032-33 to	2041-42 2037-38 to	
Resilienc	ey Projects with No Identified Funding	Source	2026-27 Expo 2022-23 to	2031-32 2031-32 enditures (in \$thou 2027-28 to	2036-37 2036-37 sands) 2032-33 to	2041-42 2037-38 to	
Resilienc	ey Projects with No Identified Funding	Source	2026-27 Expo 2022-23 to	2031-32 2031-32 enditures (in \$thou 2027-28 to	2036-37 2036-37 sands) 2032-33 to	2041-42 2037-38 to	
Resilienc Project N	ey Projects with No Identified Funding	Source LFY 2021-2022	Expr 2022-23 to 2026-27	2031-32 enditures (in \$thou 2027-28 to 2031-32	2036-37 2036-37 sands) 2032-33 to	2041-42 2037-38 to	
Resilienc Project N	ey Projects with No Identified Funding lame Inerability assessment been completed	Source LFY 2021-2022 for your jurisdicti	Expr 2022-23 to 2026-27	2031-32 enditures (in \$thou 2027-28 to 2031-32	2036-37 2036-37 sands) 2032-33 to	2041-42 2037-38 to	
Resilienc Project N Has a vul	lame Inerability assessment been completed If no, how many facilities have been	Source LFY 2021-2022 I for your jurisdiction assessed?	2026-27 Expo 2022-23 to 2026-27 on's storm water	2031-32 enditures (in \$thou 2027-28 to 2031-32	2036-37 2036-37 sands) 2032-33 to	2041-42 2037-38 to	
Resilienc Project N Has a vul	ey Projects with No Identified Funding lame Inerability assessment been completed	Source LFY 2021-2022 I for your jurisdictivassessed? Incy plan of 20 year	2026-27 Expo 2022-23 to 2026-27 on's storm water	2031-32 enditures (in \$thou 2027-28 to 2031-32	2036-37 2036-37 sands) 2032-33 to	2041-42 2037-38 to	

Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, etc. Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.

End of Useful Life Replacement Projects with a Committed Funding Source

Expenditures (in Sthousands)

	experiences (in periodocinas)					
Project Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to	
Project Name	LF1 2021-2022	2026-27	2031-32	2036-37	2041-42	

End of Useful Life Replacement Projects with No Identified Funding Source

Expenditures (in \$thousands)

Project Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Troject Name	11 7 2021-2022	2026-27	2031-32	2036-37	2041-42

Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as "actual" expenditures.

Consistent with expenditure projections, the jurisdiction's actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR's interpretation of subparagraph 403.9302(3)(f), F.S., is that "capital account" refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

Routine O&M

Cairi							
	Total	F	unding Sources fo	r Actual Expenditu	ires		
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	Balance of Reserve Account
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Expansion

···						_	
	Total	F	unding Sources fo	r Actual Expenditu	res		
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund	Contributions to Reserve Account	
2016-17							
2017-18							
2018-19							
2019-20							
2020-21							

Resiliency

.,						_		
	Total	F	unding Sources fo	r Actual Expenditu	res			
	Actual Expenditures	Amount Drawn from Current Year Revenues	Amount Drawn from Bond Proceeds	Amount Drawn from Dedicated Reserve	Amount Drawn from All-Purpose Rainy Day Fund		Contributions to Reserve Account	Balance of Reserve Account
2016-17						П		
2017-18								
2018-19								
2019-20								
2020-21							·	

Replacement of Aging Infrastructure

	Total	F	unding Sources fo	r Actual Expenditu	res			
	Actual Expenditures	Amount Drawn from Current	Amount Drawn from Bond	Amount Drawn from Dedicated	Amount Drawn from All-Purpose		Contributions to	Balance of
	Actual Experiorcures	Year Revenues	Proceeds	Reserve	Rainy Day Fund	' Reserve Acco	Reserve Account	Reserve Account
2016-17								
2017-18								
2018-19								
2019-20								
2020-21								

Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, i.e., EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

Committed Funding Source	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Committee randing Source	2026-27	2031-32	2036-37	2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Total Committed Revenues (=Total Committed Projects)	0	0	0	0

No Identified Funding Source	2022-23 to	2027-28 to	2032-33 to	2037-38 to
No identified Failding Source	2026-27	2031-32	2036-37	2041-42
Maintenance	0	0	0	0
Expansion	0	0	0	0
Resiliency	0	0	0	0
Replacement/Aging Infrastructure	0	0	0	0
Projected Funding Gap (=Total Non-Committed Needs)	0	0	0	0

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

Strategies for New Funding Sources	2022-23 to	2027-28 to	2032-33 to	2037-38 to
Strategies for New Funding Sources	2026-27	2031-32	2036-37	2041-42
Total	0	0	0	0
Remaining Unfunded Needs	0	0	0	0

Additional Table Rows

Choose from the drop-down lists for Project Type and Funding Source Type, then fill in the project name and expenditure estimates. Rows that are highlighted RED are either missing information in a "Project & Type Information" column or have zero expenditures.

Link to aggregated table to crosscheck category totals and uncategorized projects.

	Project & Type Information			Expenditu	ures (in \$thou	sands)	
Project Type	Funding Source Type (Choose from dropdown list)	Due in at Name	LEV 2021 2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42

	Project & Type Information			Expendit	ures (in \$thou	sands)	
Project Type	Funding Source Type	Due is at Name	LFY 2021-2022	2022-23 to	to 2027-28 to 2032-33 to		2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
	·						
			+				
			+				

	Project & Type Information			Expendit	ures (in \$thou	sands)	
Project Type	Funding Source Type	Due is at Name a	LFY 2021-2022	2022-23 to	to 2027-28 to 2032-33 to		2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
	·						
			+				
			+				

	Project & Type Information			Expendit	ures (in \$thou	sands)	
Project Type	Funding Source Type	Due is at Name a	LFY 2021-2022	2022-23 to	to 2027-28 to 2032-33 to		2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
	·						
			+				
			+				

	Project & Type Information			Expendit	ures (in \$thou	sands)	
Project Type	Funding Source Type	Due is at Name a	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to
(Choose from dropdown list)	(Choose from dropdown list)	Project Name	LFY 2021-2022	2026-27	2031-32	2036-37	2041-42
	·						
			+				
			+				

	Project & Type Information			Expenditures (in \$thousands)					
Project Type	Funding Source Type	Project Name	LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to		
(Choose from dropdown list)	(Choose from dropdown list)	Project Name		2026-27	2031-32	2036-37	2041-42		

	Project & Type Information			E	xpenditures	ditures		
Project Type	Funding Source Tune		LFY 2021-2022	2022-23 to	2027-28 to	2032-33 to	2037-38 to	
Project Type	Funding Source Type		LFY 2021-2022	2026-27	2031-32	2036-37	2041-42	
Expansion Projects, Flood Protection	Committed Funding Source	Aggregated Total	0	0	0	0	0	
Expansion Projects, Water Quality	Committed Funding Source	Aggregated Total	0	0	0	0	0	
Resiliency Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0	
End of Useful Life Replacement Projects	Committed Funding Source	Aggregated Total	0	0	0	0	0	
Expansion Projects, Flood Protection	No Identified Funding Source	Aggregated Total	0	0	0	0	0	
Expansion Projects, Water Quality	No Identified Funding Source	Aggregated Total	0	0	0	0	0	
Resiliency Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0	
End of Useful Life Replacement Projects	No Identified Funding Source	Aggregated Total	0	0	0	0	0	
	·							
Total of Projects	s without Project Type and/or Fundi	ng Source Type	0	0	0	0	0	

Total of Projects without Project Type and/or Funding Source Type	0	0	0	0	0

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

9

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT FINANCIAL STATEMENTS UNAUDITED DECEMBER 31, 2021

COMMUNITY DEVELOPMENT DISTRICT

BALANCE SHEET

GOVERNMENTAL FUNDS

DECEMBER 31, 2021

	General Fund	Special Revenue Fund - Single Family	Special Revenue Fund - Town Home	Debt Service Fund Series 2019	Debt Service Fund Series 2019A-1	Debt Service Fund Series 2019A-2	Capital Projects Fund Series 2019	Capital Projects Fund Series 2019A-1	Capital Projects Fund Series 2019A-2	Total Governmental Funds
ASSETS										
Cash	\$ 327,865	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 327,865
Investments										
Revenue	-	-	-	188,011	187,026	7,626	-	-	-	382,663
Reserve	-	-	-	552,639	410,835	236,537	-	-	-	1,200,011
Prepayment	-			856,926	10,445	764,657	-	-	-	1,632,028
Construction	-	-	-	-	-	-	351,083	-	1	351,084
Cost of issuance	-	-	-	5,476	-	-	-	-	-	5,476
Undeposited funds	4,463	-	-	-	-	-	-	-	-	4,463
Due from Developer	24,336	-	-	-	-	-	_	735	-	25,071
Due from other	1,081	-	-	-	-	-	_	-	-	1,081
Due from general fund	-	30,161	66,991	1,058	1,158	-	_	2,605	-	101,973
Due from KLP Beaumont commercial	_	· -	· -	161,043	, <u>-</u>	_	_	, <u>-</u>	-	161,043
Due from KLP Village	_	_	_	-	178,153	_	_	-	-	178,153
Utility deposit	3,557	1,790	_	_	-	_	_	_	_	5,347
Prepaid expense	-,	819	_	_	_	_	_	_	_	819
Total assets	\$ 361,302	\$ 32,770	\$ 66,991	\$ 1,765,153	\$ 787,617	\$1,008,820	\$ 351,083	\$ 3,340	\$ 1	\$ 4,377,077
LIABILITIES	Ψ 001,002	Ψ 02,770	Ψ 00,001	Ψ 1,700,100	Ψ 707,017	Ψ1,000,020	Ψ 001,000	Ψ 0,040	<u>Ψ</u> '	Ψ 4,011,011
Liabilities:										
	\$ 122	\$ 4.533	\$ 1,305	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,960
Accounts payable - onsite	\$ 122	\$ 4,533	ф 1,305			Ъ -	Ф -	Ъ -	ф -	,
Due to Developer	-	-	7 400	1,311	9,487	-	-	-	-	10,798
Due to other	-	-	7,109	-	-	-	-	-	-	7,109
Due to SRF - single family	30,161	-	-	-	-	-	=	-	-	30,161
Due to SRF - town home	66,991	-	-	-	-	-	-	-	-	66,991
Due to debt service fund 2019 area two	1,058	-	-	-	-	-	-	-	-	1,058
Due to debt service fund 2019-A1	1,158	-	-	-	-	-	-	-	-	1,158
Due to capital projects fund 2019A-1	2,605	-	-	-	-	-	-	-	-	2,605
Contracts payable	-	-	-	-	-	-	-	3,340	-	3,340
Retainage payable	-	-	-	-	-	-	18,795	4,276	8,254	31,325
Developer advance	30,000									30,000
Total liabilities	132,095	4,533	8,414	1,311	9,487		18,795	7,616	8,254	190,505
DEFERRED INFLOWS OF RESOURCES										
Unearned revenue	7,085	-	-	-	-	-	-	-	-	7,085
Deferred receipts	17,251			161,043	178,153			735		357,182
Total deferred inflows of resources	24,336			161,043	178,153			735		364,267
FUND BALANCES										
Restricted for										
Debt service	-	-	-	1,602,799	599,977	1,008,820	-	-	-	3,211,596
Capital projects	-	-	_	-	-	-	332,288	-	-	332,288
Unassigned	204,871	28,237	58,577					(5,011)	(8,253)	278,421
Total fund balances	204,871	28,237	58,577	1,602,799	599,977	1,008,820	332,288	(5,011)	(8,253)	3,822,305
Total liabilities, deferred inflows of resource	26									
and fund balances		\$ 32,770	\$ 66,991	\$ 1,765,153	\$ 787,617	\$1,008,820	\$ 351,083	\$ 3,340	\$ 1	\$ 4,377,077
and fund palatices	\$ 361,302	Ψ 32,170	Ψ 00,331	ψ 1,705,155	Ψ 101,011	ψ 1,000,020	Ψ 331,003	ψ 3,340	Ψ Ι	Ψ 4,311,011
										1

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED DECEMBER 31, 2021

	Current Month	Year to Date	Budget	% of Budget
REVENUES Assessment levy: on-roll - net	\$177,673	\$ 188,473	\$ 162,156	116%
Landownder contribution	15,525	φ 100,473 66,371	250,015	27%
Lot closing	9,822	47,358	-	N/A
Interest and miscellaneous	-	5,783	-	N/A
Total revenues	203,020	307,985	412,171	75%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	12,000	48,000	25%
Legal	-	902	25,000	4%
Engineering	-	-	3,500	0%
Audit	-	-	3,100	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	250	1,000	25%
Trustee	-	-	10,500	0%
Telephone	17	50	200	25%
Postage	8	100	500	20%
Printing & binding	42	125	500	25%
Legal advertising	-	-	1,500	0%
Annual special district fee	-	175	175	100%
Insurance	-	6,068	7,000	87%
Contingencies/bank charges	23	86	500	17%
Website				
Hosting & maintenance	-	-	705	0%
ADA compliance	-	210	210	100%
Tax collector	3,553	3,769	3,378	112%
Total professional & administrative	7,726	23,735	106,518	22%

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED DECEMBER 31, 2021

Field according (about 1)	Current Month	Year toDate	Budget	% of Budget
Field operations (shared)	0.504	0.500	44.400	450/
Management	3,534	6,523	14,400	45%
Security amenity center	49	99	-	N/A
Stormwater management		0.475	40.000	0=0/
Lake maintenance	825	2,475	10,000	25%
Dry retention area maintenance	-	-	37,000	0%
Preserve maintenance	-	-	3,500	0%
Streetlighting				
Maintenance contract	-	-	2,000	0%
Electricity	-	-	5,000	0%
Irrigation supply				
Maintenance contract	-	597	3,000	20%
Electricity	779	1,854	24,000	8%
Repairs and maintenance	309	883	2,500	35%
Monuments and street signage				
Repairs and maintenance	443	443	2,000	22%
Electricity	-	_	1,250	0%
Landscape maint. entries/buffers			•	
Maintenance contract	11,118	32,247	84,000	38%
Mulch	, -	, -	70,000	0%
Plant replacement	_	_	7,500	0%
Tree treatment	_	_	8,500	0%
Fertilization and pest control	330	805	16,000	5%
Irrigation repairs	1,180	1,180	10,000	12%
Roadway maintenance	-,	-,	5,000	0%
Total field operations	18,567	47,106	305,650	15%
Total expenditures	26,293	70,841	415,546	17%
Total experiatares		70,011	110,010	11 70
Excess/(deficiency) of revenues				
over/(under) expenditures	176,727	237,144	(3,375)	
Fund balances - beginning	28,144	(32,273)	23,401	
Fund balances - ending	\$ 204,871	\$ 204,871	\$ 20,026	

COMMUNITY DEVELOPMENT DISTRICT SPECIAL REVENUE FUND - SINGLE FAMILY PROGRAM STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED DECEMBER 31, 2021

REVENUES Assessment levy: on-roll - net \$ 65,955 \$ 69,964 \$ 85,202 Landownder contribution - - 140,423 Lot closing 7,434 14,868 - Interest and miscellaneous - - 500	82% 0% N/A 0% 38%
Landownder contribution - 140,423 Lot closing 7,434 14,868 -	0% N/A 0% 38%
Lot closing 7,434 14,868 -	N/A 0% 38%
· · · · · · · · · · · · · · · · · · ·	0% 38%
interest and miscellaneous 500	38%
Total revenues 72,200 04,020 200,405	
Total revenues 73,389 84,832 226,125	0%
EXPENDITURES	0%
Single Family Program	0%
Management 33,000	
Lifestyles events 12,000	0%
Accounting 125 375 1,500	25%
Streetlighting electric 6,240	0%
Streetlighting maintenance - 2,000	0%
Landscape maintenance 1,416 4,248 18,000	24%
Tree treatment - 7,160	0%
Fertiliation and pest control - 4,000	0%
Plant replacement - 7,500	0%
Irrigation repairs - 5,000	0%
Pool maintenance 1,920 2,880 12,000	24%
Gym equipment- PM - 275 1,000	28%
Repairs and maintenance - 7,500	0%
Electricity 1,503 3,400 15,000	23%
Gate electricity 276 1,363 -	N/A
Insurance - 16,642 15,000	111%
Phone/cable/internet 618 1,446 6,000	24%
Water/sewer/propane 196 575 12,000	5%
Janitorial - 1,395 35,000	4%
Pressure washing - 5,000	0%
Security monitoring/gates - 9,000	0%
Gate repairs and maintenance - 3,500	0%
Security amenity center 1,707 3,333 -	N/A
Pest control 130 195 1,200	16%
Permits/licenses - 750	0%
Holiday decorating 1,000	0%
Supplies - 114 3,000	4%
Contingencies3611,000	36%
Total single family program 8,252 36,602 224,350	16%
Other fees & charges	
Tax collector 1,319 1,399 1,775	79%
Total other fees & charges 1,319 1,399 1,775	79% 79%
Total expenditures 9,571 38,001 226,125	19% 17%
1 otal experiultures	1770
Excess/(deficiency) of revenues	
over/(under) expenditures 63,818 46,831 -	
Fund balances - beginning (35,581) (18,594) 5,226	
Fund balances - ending \$ 28,237 \$ 28,237 \$ 5,226	4

COMMUNITY DEVELOPMENT DISTRICT SPECIAL REVENUE FUND BUDGET - TOWN HOME PROGRAM STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED DECEMBER 31, 2021

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 38,875	\$ 41,238	\$ 36,916	112%
Landownder contribution	-	-	35,084	0%
Lot closing	4,252	8,505	-	N/A
Interest and miscellaneous	- 40.407	- 10.710	500	0%
Total revenues	43,127	49,743	72,500	69%
EXPENDITURES				
Town Home Program				
Accounting	63	188	750	25%
Streetlighting electricity	-	-	2,280	0%
Streetlighting maintenance	-	-	750	0%
Landscape maintenance	196	588	18,000	3%
Irrigation water	-	-	500	0%
Plant replacement	-	-	2,500	0%
Irrigation repairs	-	525	2,500	21%
Pool maintenance	1,420	2,130	9,000	24%
Repairs and maintenance	-	-	3,000	0%
Electricity	303	898	4,000	22%
Insurance	-	-	3,000	0%
Bank fees	-	-	500	0%
Phone/cable/internet	148	603	2,000	30%
Water/sewer	115	327	2,000	16%
Janitorial	-	178	12,800	1%
Pressure washing	-	-	3,000	0%
Security amenity center	-	-	2,500	0%
Pest control	1,080	2,043	900	227%
Permits/licenses	-	-	500	0%
Supplies	-	-	750	0%
Contingencies	-	-	500	0%
Total town home program	3,325	7,480	71,730	10%
Other fees & charges				
Tax collector	777	825	769	107%
Total other fees & charges	777	825	769	107%
Total expenditures	4,102	8,305	72,499	11%
Typess//deficiency/ of variance				
Excess/(deficiency) of revenues	20.005	44 400	4	
over/(under) expenditures	39,025	41,438	1	
Fund balances - beginning	19,552	17,139	23,679	
Fund balances - ending	\$ 58,577	\$ 58,577	\$ 23,680	

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2019 BONDS FOR THE PERIOD ENDED DECEMBER 31, 2021

	 Current Month	 Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 133,003	\$ 141,087	\$ 167,402	84%
Assessment levy: off-roll	-	-	158,610	0%
Assessment prepayments	-	855,873	-	N/A
Lot closing	-	27,281	-	N/A
Interest	11	23	-	N/A
Total revenues	133,014	1,024,264	326,012	314%
EXPENDITURES				
Debt service				
Interest	-	132,122	264,244	50%
Total debt service		132,122	264,244	50%
Other fees & charges				
Tax collector	2,660	2,821	3,488	81%
Total other fees and charges	2,660	2,821	3,488	81%
Total expenditures	2,660	134,943	267,732	50%
Excess/(deficiency) of revenues				
over/(under) expenditures	130,354	889,321	58,280	
Fund balances - beginning	1,472,445	713,478	723,646	
Fund balances - ending	1,602,799	\$ 1,602,799	\$ 781,926	

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2019A-1 BONDS FOR THE PERIOD ENDED DECEMBER 31, 2021

		Current Month		Year To Date		Budget	% of Budget
REVENUES Assessment levy: on-roll - net	\$	145,522	\$	154,368	\$	170,014	91%
Assessment levy: off-roll	Ψ	140,022	Ψ	103,925	Ψ	244,214	43%
Lot closing		_		32,595			N/A
Interest		3		13		_	N/A
Total revenues		145,525		290,901		414,228	70%
EXPENDITURES							
Debt service							
Principal		-		95,000		95,000	100%
Interest				157,656		313,294	50%
Total debt service				252,656		408,294	62%
Other fees & charges							
Tax collector		2,910		3,087		3,542	87%
Total other fees and charges		2,910		3,087		3,542	87%
Total expenditures		2,910		255,743		411,836	62%
Excess/(deficiency) of revenues							
over/(under) expenditures		142,615		35,158		2,392	
Fund balances - beginning		457,362		564,819		668,563	
Fund balances - ending	\$	599,977	\$	599,977	\$	670,955	

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND SERIES 2019A-2 BONDS

FOR THE PERIOD ENDED DECEMBER 31, 2021

	Current Year To Month Date		Budget	% of Budget	
REVENUES					
Assessment levy: off-roll	\$ -	\$ 43,459	\$ 110,813	39%	
Assessment prepayments	349,078	760,043	-	N/A	
Lot closing	-	5,779	-	N/A	
Interest	5	15	-	N/A	
Total revenues	349,083	809,296	110,813	730%	
EXPENDITURES					
Debt service					
Principal prepayment	-	335,000	-	N/A	
Interest	-	55,406	110,813	50%	
Total debt service	-	390,406	110,813	352%	
Excess/(deficiency) of revenues					
over/(under) expenditures	349,083	418,890	-		
Fund balances - beginning	659,737	589,930	294,932		
Fund balances - ending	\$1,008,820	\$ 1,008,820	\$ 294,932		

COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2019 BONDS FOR THE PERIOD ENDED DECEMBER 31, 2021

	Current Month	Year To Date
REVENUES	Φ 0	
Interest	\$ 2	\$ 7 7
Total revenues		
EXPENDITURES		
Capital outlay	5,247	46,188
Total expenditures	5,247	46,188
Excess/(deficiency) of revenues		
over/(under) expenditures	(5,245)	(46,181)
Net change in fund balances	(5,245)	(46,181)
Fund balances - beginning	337,533	378,469
Fund balances - ending	\$ 332,288	\$ 332,288

COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2019 A-1 BONDS FOR THE PERIOD ENDED DECEMBER 31, 2021

	Current Month	Year To Date
REVENUES Total revenues	\$ -	\$ - -
EXPENDITURES		
Capital outlay	735	735
Total expenditures	735	735
Excess/(deficiency) of revenues		
over/(under) expenditures	(735)	(735)
Fund balances - beginning	(4,276)	(4,276)
Fund balances - ending	\$ (5,011)	\$ (5,011)

COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES CAPITAL PROJECTS FUND SERIES 2019 A-2 BONDS FOR THE PERIOD ENDED DECEMBER 31, 2021

	Current Month		Year To Date	
REVENUES	\$		\$	-
Total revenues				
EXPENDITURES				
Total expenditures				-
Net change in fund balances		-		-
Fund balances - beginning	(8,	253)		(8,253)
Fund balances - ending	\$ (8,	253)	\$	(8,253)

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

DRAFT

1 2 3 4		NUTES OF MEETING BEAUMONT TY DEVELOPMENT DISTRICT
5	The Board of Supervisors of th	ne Beaumont Community Development District held a
6	Regular Meeting on October 11, 2021	at 1:30 p.m., at 7764 Penrose Place, Wildwood, Florida
7	34785.	
8		
9	Present were:	
10		\"
11	Greg Meath	Vice Chair
12	Bradley Walker	Assistant Secretary
13	Troy Simpson	Assistant Secretary
14 15	Also procent ware	
16	Also present were:	
17	Chuck Adams	District Manager
18	Jere Earlywine	District Manager District Counsel
19	Katherine Ibarra	KE Law Group, PLLC
20	Joey Arroyo	Evergreen Lifestyle Management
21	Carol Michaels	Resident
22	Missy Coil	Resident
23	Jeanne Ryals	Resident
24	Jay Dunn	Resident
25	34	
26		
27 28	FIRST ORDER OF BUSINESS	Call to Order/Roll Call
29	Mr. Adams called the meeting	to order at 1:33 p.m. Supervisors Walker, Meath and
30	Simpson were present in person. Super	visors Harvey and Smith were not present.
31		
32 33	SECOND ORDER OF BUSINESS	Public Comments
34	Resident Carol Michaels asked f	or the inside portion of the recreation center to remain
35	open until 7:30 p.m., rather than 6:00	p.m., for parties and for residents who want to watch
36	television. She voiced her opinion that	the water from the restroom sink faucets has a sulphur
37	odor. She discussed small pits in her ya	ard that she felt could cause a twisted ankle. Mr. Adams
38	stated that dips in a resident's yard are	not a CDD issue.

A resident asked for the pool maintenance staff to address cleanliness deficiencies including green mold and bugs in the common area and trip hazards related to pavers on the pathway to the Sales Office and a nearby trail. Mr. Arroyo stated the pavers were on order.

Ms. Michaels concurred that the pavers by the Sales Office need to be repaired. Mr. Arroyo stated that was a workmen issue; it is not an issue for the CDD or the HOA. She voiced her opinion that the trash cans were dirty and stated she saw dead lizards there.

A resident asked if smoking is permitted in the pool area and stated that smokers are damaging the tables by extinguishing cigarettes on the tables. Mr. Arroyo stated he cannot address that type of issue without seeing the incident happen; he would check the rules.

A resident expressed their opinion that overgrown shrubs and trees make it difficult to see when exiting the pool area. She believed Carver Drive has the same issue, as one must pull out into the road to see. Per a Board Member this would be referred to the District Engineer.

Regarding smoking at the pool, Mr. Arroyo stated the rules state that "smoking, including e-cigarettes, cigars and pipe smoking is not permitted anywhere within the Amenity Complex, Clubhouse, swimming pools, restrooms, to the extent permitted by Florida Clean Indoor Air Act or other subsequent legislation." The Board directed Mr. Arroyo to post appropriate signage regarding smoking on gates and doors.

A Board Member voiced their opinion that an exception could be made to extend the Amenity Building hours for reserved parties. Mr. Arroyo stated that the hours can be extended at the time of application. He noted that the hours were extended to 9:00 p.m., for Monday Night Football. Ms. Michaels discussed an instance in which Staff informed her that her party must be moved outside unless she paid \$125, which she felt was unfair because the room is for resident use. The four-hour block of time reserved for the party was discussed. Mr. Arroyo stated he would speak with Staff.

Ms. Michaels discussed the community landscaping and aesthetics and asked for additional plantings around the retention pond by her home. A Board Member discussed the CDD's plant palette and stated, while sabal palms are native palms, some other palms are not cold tolerant. Discussion ensued regarding landscaping, aesthetics, pond maintenance and budgetary limitations.

A resident asked if construction of any additional pools or recreational facilities was planned. Mr. Adams stated that no pocket parks were planned. The resident asked if the CDD could address speeding. Mr. Adams suggested that the resident report speeding incidents to the Sheriff when observed, as speeding is not a CDD issue.

Mr. Earlywine joined the meeting at 1:51 p.m.

A resident asked if additional plantings would be installed on Penrose, where a row of trees stops abruptly. A Board Member stated that was the plan; the area would be revisited given that new development was underway.

A resident suggested that safety measures be applied to the step by the mailboxes to improve visibility in the dark. Mr. Arroyo discussed suggestions and stated he was researching the options. He stated the area meets the Americans with Disabilities Act (ADA) requirements.

80 THIRD ORDER OF BUSINESS

Consideration of Resolution 2022-01, Authorizing and Approving Change of Registered Agent and Registered Office of the District, and Providing for an Effective Date

Mr. Adams presented Resolution 2022-01. The Registered Office would be changed from the offices of Hopping, Green and Sams to the offices of Wrathell, Hunt and Associates, LLC, in Boca Raton, Florida. Mr. Craig Wrathell would be designated as Registered Agent.

 On MOTION by Mr. Simpson and seconded by Mr. Walker, with all in favor, Resolution 2022-01, Authorizing and Approving Change of Registered Agent and Registered Office of the District, and Providing for an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2022-02, Making Certain Findings; Waiving a Portion of Rule 1.3(1), Rules of Procedure; Providing for Reasonable Notice of Board Meetings; Providing a Severability Clause; and Providing an Effective Date

103		Mr. Adams presented Resolution	2022-02. This Resolution waives the CDD's Rules of
104	Proce	dures requirement to publish meet	ting notices no more than 30 days before a meeting
105	and e	enables advertising of a quarterly, s	semiannual or annual meeting schedule, which could
106	result	in a cost-savings for the CDD.	
107			
108 109 110 111 112		Resolution 2022-02, Making Certa Rules of Procedure; Providing	seconded by Mr. Simpson, with all in favor, ain Findings; Waiving a Portion of Rule 1.3(1), for Reasonable Notice of Board Meetings; and Providing an Effective Date, was adopted.
113 114 115 116	FIFTH	ORDER OF BUSINESS	Acceptance of Unaudited Financial Statements as of August 31, 2021
117		·	ed Financial Statements as of August 31, 2021.
118		The financials were accepted.	
119			
120121122123	SIXTH	ORDER OF BUSINESS Mr. Adams presented the August 9	Approval of August 9, 2021 Public Hearings and Regular Meeting Minutes 9, 2021 Public Hearings and Regular Meeting Minutes.
124			
125 126 127 128			seconded by Mr. Walker, with all in favor, the and Regular Meeting Minutes, as presented,
129			
130 131	SEVE	NTH ORDER OF BUSINESS	Staff Reports
132	A.	District Counsel: KE Law Group, Pl	ис
133		There was no report.	
134	В.	District Engineer: Morris Engineer	ing and Consulting, LLC
135		There was no report.	
136		Update: Status of Stormwa	ater System Completion
137		Mr. Adams stated this item would	be included on the next agenda.

138	C.	Field Operations Manager: Evergreen Lifestyles Management
139		Mr. Arroyo reported the following:
140	>	There was an ongoing issue with the cleaning company due to a change of ownership.
141	The o	company has been nonresponsive; therefore, Accounting was asked to hold payment of
142	invoi	ces until the issues are addressed.
143	>	Quotes were requested from other cleaning companies because, despite many
144	орро	rtunities to correct the problems, the current company has not addressed them.
145	>	One of the contractors may be able to mobilize a team for a one-time full-service
146	clean	ing including weekend trash service and cobweb and bug removal. Bathroom and cleaning
147	supp	lies are missing.
148	>	Scheduling pressure washing of the building and the pool deck was underway; the
149	budg	et provides for pressure cleaning twice yearly, in the fall and the spring.
150	>	Trappers were authorized to put out traps.
151	>	Parts were on order for the door and the back gate was not yet complete.
152	>	Activities: Zumba and exercise classes had good responses. Good feedback was received
153	abou	t movie nights at the pool and additional activities were being planned.
154		Discussion ensued regarding landscape maintenance issues. Mr. Arroyo stated it was
155	gettir	ng a little better but there were weed issues and dead palm trees in the pool area. Testing
156	may	be done but it is not included in the contract. The large tree in the roundabout is receiving
157	inject	tions that seem to be working slowly but treatments take time.
158	>	Complaints were received from townhome homeowners who do not understand the
159	differ	rence between Builder, CDD and HOA issues. Most complaints are related to construction.
160	D.	District Manager: Wrathell, Hunt and Associates, LLC
161		NEXT MEETING DATE: January 10, 2022 at 1:30 P.M.
162		O QUORUM CHECK
163		The next meeting would be held on January 10, 2022, unless canceled.

165 **EIGHTH ORDER OF BUSINESS**

164

166

Board Members' Comments/Requests

There were no Board Members' comments or requests.

BEAUMONT CDD	DRAFT	October 11, 2021

NINTH ORDER OF BUSINESS Public Comments

A resident complained that the landscapers cut the straps on the trees in the common areas and many trees do not have any straps left. Mr. Arroyo stated the straps are generally left on for only a year to a year and a half.

A resident asked if anything could be done about the water odor. Discussion ensued regarding issues related to the accumulation of sulphur in the water tank, which was exacerbated because the water was not run sufficiently for the odor to dissipate. The consensus was that, while the odor is unpleasant, it is not unsafe. Water tests have shown that the water is safe. Mr. Adams stated he would research filtration systems.

A resident asked when the pool heaters would be turned on. The consensus was to keep the water temperature set to 80 degrees. Mr. Adams suggested setting the thermostat to turn on when the water reaches 70 degrees.

TENTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned.

On MOTION by Mr. Meath and seconded by Mr. Walker, with all in favor, the meeting adjourned at 2:15 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

DRAFT

October 11, 2021

BEAUMONT CDD

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2021/2022 MEETING SCHEDULE

LOCATION

7764 Penrose Place, Wildwood, Florida, 34785

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 11, 2021	Regular Meeting	1:30 PM
January 10, 2022 CANCELED	Regular Meeting	1:30 PM
February 14, 2022	Regular Meeting	1:30 PM
March 14, 2022	Regular Meeting	1:30 PM
April 11, 2022	Regular Meeting	1:30 PM
May 9, 2022	Regular Meeting	1:30 PM
June 13, 2022	Regular Meeting	1:30 PM
July 11, 2022	Regular Meeting	1:30 PM
August 8, 2022	Public Hearing & Regular Meeting	1:30 PM
September 12, 2022	Regular Meeting	1:30 PM