

BEAUMONT

COMMUNITY DEVELOPMENT DISTRICT

January 8, 2024

BOARD OF SUPERVISORS PUBLIC HEARINGS AND REGULAR MEETING AGENDA

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

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

December 29, 2023

Board of Supervisors
Beaumont Community Development District

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

Dear Board Members:

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

1. Call to Order/Roll Call
2. Public Comments (*Agenda Items: 3 Minutes Per Speaker*)
3. Update: Developer Projects
4. Public Hearing on Amenity and Operational Rules, Including Amended Amenity Policies, Rules and Rates
 - A. Affidavits of Publication
 - Notice of Rule Development
 - Notice of Rulemaking
 - B. Consideration of Resolution 2024-04, Amending the Amenity Facilities Policies; Providing for Severability and an Effective Date
5. Public Hearing on Rule Relating to Overnight Parking and Parking Enforcement
 - A. Affidavits of Publication
 - Notice of Rule Development
 - Notice of Rulemaking
 - B. Consideration of Resolution 2024-05, Adopting Rules Relating to Parking Enforcement; Ratifying the Actions of the District Manager to Provide Notice Thereof; and Providing for Severability and an Effective Date

6. Board Transition
 - A. Acceptance of Supervisor Resignations
 - B. Appointment of Supervisor(s) to Vacant Seat(s)
 - Administration of Oath of Office to Newly Appointed Supervisors (*the following to be provided in a separate package*)
 - I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - II. Membership, Obligations and Responsibilities
 - III. Financial Disclosure Forms
 - a. Form 1: Statement of Financial Interests
 - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - c. Form 1F: Final Statement of Financial Interests
 - IV. Form 8B: Memorandum of Voting Conflict
 - C. Consideration of Resolution 2024-06, Appointing and Removing Officers of the District, and Providing for an Effective Date
7. Consideration of Resolution 2024-07, Implementing Section 190.006(3), Florida Statutes, and Requesting that the Sumter County Supervisor of Elections Begin Conducting the District's General Elections; Providing for Compensation; Setting for the Terms of Office; Authorizing Notice of the Qualifying Period; and Providing for Severability and an Effective Date
8. Consideration of Resolution 2024-08, Designating a Date, Time, and Location for Landowners' Meeting and Election; Providing for Publication, Providing for Severability and an Effective Date
9. Discussion: Setting the Single-Family Pool Temperature for Winter Months (temperature and date range)
10. Discussion: Evergreen On-site Manager Schedule
11. Acceptance of Unaudited Financial Statements as of November 30, 2023
12. Approval of Minutes
 - A. November 13, 2023 Regular Meeting
 - B. December 11, 2023 Workshop

13. Staff Reports

- A. District Counsel: *Kutak Rock LLP*
- B. District Engineer: *Morris Engineering and Consulting, LLC*
- C. Field Operations Manager: *Evergreen Lifestyles Management*
 - Action Items/Tracker
- D. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: February 12, 2024 at 1:30 PM

○ QUORUM CHECK

SEAT 1		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	ANN JUDY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5		<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

14. Board Members' Comments/Requests

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

16. Adjournment

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

Sincerely,



Chuck Adams
 District Manager

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

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

4A

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Beaumont Cdd
Beaumont Cdd
2300 Glades RD # 410W
Boca Raton FL 33431-8556

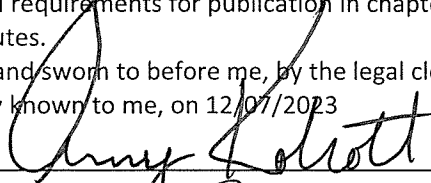
STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Daily Commercial, published in Lake County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Lake County, Florida, or in a newspaper by print in the issues of, on:

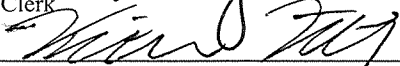
12/07/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/07/2023



Legal Clerk



Notary, State of WI, County of Brown

31 7/27

My commission expires

Publication Cost: \$85.84

Order No: 9600398

of Copies:

Customer No: 534909

1

PO #: Not of Rule Devel

NOTICE OF RULE DEVELOPMENT BY THE BEAUMONT COMMUNITY DEVELOPMENT DISTRICT (AMENDED AMENITY RULES & PARKING RULES)

In accordance with Chapters 120 and 190, *Florida Statutes*, the Beaumont Community Development District ("District") hereby gives notice of its intent to develop a rule entitled the *Amended Amenity Policies, Rules, and Rates (Single-Family)*, and a rule entitled *Rule Relating to Overnight Parking and Parking Enforcement*. The purposes and effects of the rules are to provide for efficient and effective amenity operations of the District, and to provide for towing of cars on District-owned roads and other property. Specific legal authority for the rules includes Sections 120.54, 190.011, 190.012, and 190.035, *Florida Statutes*. Public hearings will be conducted by the District January 8, 2024, at 1:30 p.m., at 7764 Penrose Place, Wildwood, Florida 34785.

Additional information regarding these public hearings may be obtained from the District's website, <https://www.beaumontcdd.net/> or by contacting the District Manager, Chuck E. Adams, at adamsc@whhassociates.com or by calling (561)571-0010. A copy of the proposed rules may be obtained by contacting the District Manager, Wrathell, Hunt & Associates LLC at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by calling (561) 570-0010.

Chesley E. Adams, Jr.
District Manager

#9600398 12/7/23

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

Publication Date
2023-12-08

Subcategory
Miscellaneous Notices

NOTICE OF RULEMAKING
FOR THE
BEAUMONT COMMUNITY DEVELOPMENT DISTRICT
(AMENDED AMENITY RULES & PARKING RULES)

Public hearings will be conducted by the Board of Supervisors of the Beaumont Community Development District (District) on January 8, 2024, at 7764 Penrose Place, Wildwood, Florida 34785, at 1:30 pm.

In accordance with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to promulgate the Amended Amenity Policies, Rules, and Rates (Single-Family), and a rule entitled Rule Relating to Overnight Parking and Parking Enforcement. The purposes and effects of the rules are to provide for efficient and effective amenity operations of the District, and to provide for towing of cars on District-owned roads and other property. The proposed rules may be adjusted at the public hearing pursuant to discussion by the Board of Supervisors and public comment. Specific legal authority for the rules includes Sections 120.54, 190.011, 190.012, and 190.035, Florida Statutes. Prior notice of rule development was published in the Daily Commercial on December 7, 2023.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty one (21) days after publication of this notice to the District Managers Office.

The public hearings may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearings, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearings, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearings is asked to advise the District Manager, Wrathell, Hunt & Associates LLC at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by calling (561) 570-0010 (hereinafter, the District Office) at least forty-eight (48) hours prior to the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) or 1 800-955-8770 (Voice), who can aid you in contacting the District Office.

A copy of the proposed rules may be obtained by contacting the District Managers Office at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by calling (561) 570-0010.

Chesley E. Adams, Jr.
District Manager
#9594539 12/8/2023

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

4B

RESOLUTION 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEAUMONT COMMUNITY DEVELOPMENT DISTRICT AMENDING THE AMENITY FACILITIES POLICIES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

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

WHEREAS, the District previously adopted its Single Family Amenity Facilities Rules, as amended, from time to time ("**Amenity Rules**") and desires to adopt amended Rules for the efficient operation of the District and its amenities; and

WHEREAS, after providing notice pursuant to Florida law, and after a public hearing, the Board of Supervisors desires to amend its Amenity Rules to address certain revisions to the policies of the Amenity Facilities; and

WHEREAS, the Board of Supervisors finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the Amenity Rules, as amended ("**Amended Amenity Rules**"), which are attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application.

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

SECTION 1. The attached Amended Amenity Rules are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. These Amended Amenity Rules shall stay in full force and effect until such time as the Board of Supervisors may amend these Amended Amenity Rules. The Board of Supervisors reserves the right to approve such amendments by motion.

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

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

PASSED AND ADOPTED this 8th day of January, 2024.

ATTEST:

**BEAUMONT COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A:
Amended Amenity Rules

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT**

**AMENITIES AND OPERATIONAL RULES
(SINGLE FAMILY HOMEOWNER VERSION)
Adopted on January 8, 2024**

**Tammy Collins, Amenity Manager
Evergreen Lifestyles Management
E-mail: tammy.collins@evergreen-lm.com**

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT AMENITY AND OPERATIONAL RULES

TABLE OF CONTENTS

1. Amenity Usage Rate Rule
2. Beaumont Clubhouse Rules & Policies
3. Disciplinary & Enforcement Rule
4. Acknowledgement
5. Participation Consent & Waiver Agreement

**Beaumont Community Development District
Amenity and Operational Rules
PART 1: Rule for Amenities Rates**

In accordance with Chapters 190 and 120 of the Florida Statutes, and after a duly noticed public meeting and public hearing, the Board of Supervisors of the Beaumont Community Development District adopted the following rules.

1. Introduction. This rule addresses various rates, fees and charges associated with the amenities.

2. Annual User Fees. A Single Family Property Owner does not have to pay any annual user fee for use of the Single Family Amenity, and a Townhome Property Owner does not have to pay any annual user fee for use of the Townhome Amenity, because those fees are already included in the landowner’s respective debt and operations and maintenance assessments. With those exceptions, all patrons are required to pay an annual user fee to access and use the District’s amenities, as follows:

User *	Annual Fee for Single Family Amenity	Annual Fee for Townhome Amenity
Property Owner**	\$762.89	\$460.74
Non-Resident Patrons	\$2,201.88	\$1,555.26

*NOTE: In addition to the fees stated herein, all landowners will be responsible for paying all other debt and operations and maintenance assessments attributable to their respective properties. All fees stated herein are subject to a percentage change on an annual basis, and in an amount not to exceed the percentage increase in the District’s annual budget(s).

**NOTE: A resident apartment tenant (who is not a Property Owner or Non-Resident Patron), with a valid lease agreement, is treated in the same manner as the Property Owner for purposes of this rule.

3. Hours of Operation. The hours of operation for the Clubhouse are 8:00 a.m. to 10:00 p.m.

4. Reservation Rates for Clubhouse. Any patron wishing to have the exclusive use of any room or area within the clubhouse (excluding kitchen) must pay the appropriate fee and submit a security deposit in the amounts set forth below.

Room / Area	Rental Fee	Deposit
Club Room	\$150 for 4 hours + \$50 each additional hour (up to 8 hour max.)	\$250

Activity/Art Room	\$100 for 4 hours + \$25 each additional hour (up to 8 hour max.)	\$250
Club Room AND Activity/Art Room	\$225 for 4 hours + \$60 each additional hour (up to 8 hour max.)	\$250

* Rate and deposit based on facility being rented, type of event, and staffing needs.

4. Miscellaneous Fees.

Item	Fee
Additional Daily Guest Pass	\$10.00
Replacement of Damaged, Lost, or Stolen FOB	\$50.00
Insufficient Funds Fee (for submitting an insufficient funds check)	\$50.00

5. Social Clubs. Notwithstanding anything in these rules written to the contrary, social clubs may use the clubhouse one day per week, subject to availability, at no cost. Any social club that would like to reserve a room must fill out a rental agreement and submit to the Amenity Manager.

6. Homeowner's Association Meetings. Unless otherwise provided in the District's official policies, as may be amended from time to time, each homeowners association located within the boundaries of the District is permitted five free meetings per month, subject to availability. Rentals take priority over homeowners' association reservations.

7. Additional Costs. The District may in its sole discretion require additional staffing, insurance, cleaning, or other service for any given event, and, if so, may charge an additional fee for the event equal to the cost of such staffing, insurance, cleaning, or service.

8. Adjustment of Rates. Not more than once per year, the Board may adjust by resolution adopted at a duly noticed public meeting any of the fees set forth in Sections 3 and 4 by not more than ten percent per year to reflect actual costs of operation of the amenities, to promote use of the amenities, or for any other purpose as determined by the Board to be in the best interests of the District. The Board may also in its discretion authorize discounts for certain services.

9. Prior Rules; Policies. The District's prior rules setting amenities rates, if any, are hereby rescinded.

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

Law Implemented: ss: 190.011, 190.035, Fla. (Stat. 2023)

Beaumont Community Development District
Disciplinary & Enforcement Rule

In accordance with Chapters 190 and 120 of the Florida Statutes, and after a duly noticed public meeting and public hearing, the Board of Supervisors of the Beaumont Community Development District adopted the following rules.

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the amenities and other properties owned and managed by the District.

2. General Rule. All persons using the amenities and entering District properties are responsible for compliance with, and shall comply with, the rules established for the safe operations of the District's amenities.

3. Suspension of Rights. The District, through its Board, District Manager, and Amenities Manager, shall have the right to restrict, suspend, or terminate the amenities privileges of any person to use the amenities for any of the following behavior:

- a. Submits false information on any application for use of the amenities;
- b. Permits the unauthorized use of an Access Card;
- c. Exhibits unsatisfactory behavior, deportment or appearance;
- d. Fails to pay amounts owed to the District in a proper and timely manner;
- e. Fails to abide by any District rules or policies;
- f. Treats the District's supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests, in an unreasonable or abusive manner;
- g. Damages or destroys District property; or
- h. Engages in conduct that is improper or likely to endanger the health, safety, or welfare of the District, or its supervisors, staff, amenities management, contractors, or other representatives, or other residents or guests.

4. Authority of Amenities Manager. The Amenities Manager or his or her designee has the ability to remove any person from one or all Amenities if any of the above-referenced behaviors are exhibited or actions committed. The Amenities Manager or his or her designee may at any time restrict or suspend for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the amenities for a period not to exceed thirty days.

5. Authority of District Manager. The District Manager may at any time restrict, suspend or terminate for cause or causes, including but not limited to those described above, any person's (and his/her family's) privileges to use any or all of the District amenities for a period greater

than thirty days. Any such person will have the right to appeal the imposition of the restriction, suspension or termination before the Board of Supervisors.

6. **Enforcement of Penalties/Fines.** For any of the reasons set forth in Section 3 above, the District shall additionally have the right to impose a fine of up to the amount of \$1,000 – in addition to any amounts for damages – and collect such fine, damages and attorney’s fees as a contractual lien or as otherwise provided pursuant to Florida law.

7. **Legal Action; Criminal Prosecution.** If any person is found to have committed any of the infractions noted in Section 3 above, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature.

8. **Severability.** If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2023)

ACKNOWLEDGEMENT

Resident Handbook.

The Beaumont Community Development District (“**District**”) owns and operates certain amenities, and offers certain amenity programs, to the District’s patrons. In consideration for being allowed to use the amenities and/or participate in the amenity programs (together, “**Activities**”), I hereby voluntarily assume any and all risk, including injury to my person and property, relating to the Activities, and agree to indemnify, defend and hold harmless the District, any applicable homeowner’s associations, and any of their affiliates, supervisors, officers, staff, agents, employees, volunteers, organizers, officials or contractors (collectively, the “**Indemnitees**”) from any claim, liability, cost, or loss of any kind sustained or incurred by either any of the Indemnitees or by other residents, users or guests, and resulting from any acts or omissions of myself, my family members, or my guests, and arising out of or incident to the Activities, unless such loss is solely the result of Indemnitees’ gross negligence or intentional, willful, or wanton misconduct. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, including but not limited to the Amenity Rates Rule, the Amenity Handbook (including any and all indemnification and other provisions set forth therein), and the Disciplinary & Enforcement Rule, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. Nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

Owner’s Name: _____

Property Address: _____

Contact Telephone Number: _____

Email Address: _____

Mailing address if different from above: _____

Date Access Fobs issued:

Date Homeowner Signed:

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

CONSENT AND WAIVER AGREEMENT

The Beaumont Community Development District (“**District**”) owns and operates certain amenities, and offers certain amenity programs, to the District’s patrons. In consideration for being allowed to use the amenities and/or participate in the amenity programs (together, “**Activities**”), I hereby voluntarily assume any and all risk, including injury to my person and property, relating to the Activities, and agree to indemnify, defend and hold harmless the District, Beaumont North Homeowner’s Association, Inc., and any of their affiliates, supervisors, officers, staff, agents, employees, volunteers, organizers, officials or contractors (collectively, the “**Indemnitees**”) from any claim, liability, cost, or loss of any kind sustained or incurred by either any of the Indemnitees or by other residents, users or guests, and resulting from any acts or omissions of myself, my family members, or my guests, and arising out of or incident to the Activities, unless such loss is solely the result of Indemnitees’ gross negligence or intentional, willful, or wanton misconduct. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the policies, rules and regulations of the District, as currently in effect and as may be amended from time to time. I have read and understand the terms of this Consent and Waiver Agreement and have willingly signed below as my own free act, being both of lawful age and legally competent to do so. Nothing herein shall constitute or be construed as a waiver of the District’s limitations on liability contained in section 768.28, Florida Statutes or other statute or law.

Participant Name: _____

Participant Signature: _____ Date
(if Participant is 18 years of age or older)

Parent/Guardian Signature: _____ Date
(if Participant is a minor child)

Phone Number (Home): _____

Phone Number (Alternate): _____

Emergency Contact: _____

Emergency Contact Phone Number: _____

NOTE TO STAFF: THIS FORM MAY CONTAIN CONFIDENTIAL INFORMATION. DO NOT DISCLOSE ITS CONTENTS WITHOUT FIRST CONSULTING THE DISTRICT MANAGER.

PRIVACY NOTICE: Under Florida’s Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager.

BEAUMONT

**RESIDENT
HANDBOOK**

BEAUMONT RESIDENT RULES AND REGULATIONS HANDBOOK

Dear Resident:

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

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

Community Development District(CDD) Contact Information

Beaumont is Professionally Managed by:
Evergreen Lifestyles Management



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

www.Evergreen-LM.com

Beaumont Community Website:

www.BeaumontNorthHOA.com

Table of Contents

Amenities Hours of Operation	8
Clubhouse:.....	8
Operating Hours:	8
Fitness Center	8
Swimming Pools Daily:	8
Outdoor Areas Daily:	8
New Resident Orientations:	8
RESIDENT RULES AND REGULATIONS	9
GENERAL INFORMATION	9
Access to the Amenities Complex Facilities	9
Resident ID/Key Access Fobs.....	9
Lost Resident ID/Key Access Card	9
Guests	9
Smoking	10
Pets	10
Parking	10
Streets of Beaumont	10
Beaumont Event Request	10
Residents Property Maintenance	11
FACILITIES RULES AND REGULATIONS.....	11
Attire	11
Outdoor Pool	12
Clubhouse.....	12
Covered Patio Area	13
Fitness Center	13
Rear Field.....	14
Code of Conduct	15
General Rules of Courtesy & Conduct	15
Disclaimer	16

Amenities Hours of Operation

Clubhouse:

Clubhouse: Open daily with fob access from 8:00am to 10:00pm, Private Events, Community Sponsored Events/Activities, CDD, Meetings.

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

Operating Hours:

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

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

Fitness Center

5:00am to 11:00pm

Swimming Pool Daily:

Open ~ 8:00am to Dusk

Outdoor Areas Daily:

Open ~ Dawn to Dusk

New Resident Orientations:

By Appointment Only – Please email tammy.collins@evergreen-lm.com

www.BeaumontNorthHOA.com

RESIDENT RULES AND REGULATIONS

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

The Beaumont amenities are for the exclusive use of Beaumont Residents, or Annual Fee Payers, and their invited guests, while accompanied by a Resident¹. Any non-residents are not permitted and will be in violation of trespassing.

GENERAL INFORMATION

Access to the Amenities Complex Facilities

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

Resident ID/Key Access Fobs

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

Lost Resident ID/Key Access Card

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

Guests

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

¹ For purposes of these rules, a Resident refers to an individual owner of property within the District or a person who has paid an Annual User Fee, according to the District's rules.

Smoking

Smoking, including E-cigarette, cigar and pipe smoking, is not permitted anywhere within the Amenities Complex (Clubhouse, Swimming Pool, Restrooms), to the extent permitted by the Florida Clean Indoor Air Act or other subsequent legislation.

Pets

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

Parking

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

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

Streets of Beaumont

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

Beaumont Event Request

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

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

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

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

Residents Property Maintenance

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

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

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

FACILITIES RULES AND REGULATIONS

Attire

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

these time periods.

Outdoor Pool

Please respect and follow the pool rules and regulations:

- There is no lifeguard on duty for the pool. Swim at your own risk.
- Entry to the pool area must be made through the gates with the Resident Key fob.
- Guest - A Resident must accompany all guests at all times. Use of the pool is at the Residents own risk. Each Resident is personally liable for any injury to his or her immediate family members and guests using the pool.
- Escorting guests to the pool then leaving them unattended is in violation of this rule and regulation. When this is observed the guests will be asked to leave the pool area.
- Bathing Attire – Appropriate bathing suits are required.
- Diapers - Out of concern for the health and welfare of our Residents and guests using the swimming pool, all incontinent or non-potty trained individuals must wear a fitted waterproof garment over a diaper or swim diaper. If contamination occurs, the pool will be closed for twenty-four (24) hours and the water will be shocked with chlorine to kill the bacteria. Any individual responsible for contamination of the pool may be held responsible for any clean-up or decontamination expenses incurred by the District.
- Trash - All persons using the pool areas are to keep the area clean by properly disposing of towels, cans, and all trash. Please help keep the pool areas clean by throwing all trash away and resetting chairs on the pool deck.
- Food or beverages may be brought into the pool areas; however, such food or beverages must be removed or disposed of after use.
- No glass containers are allowed around the pool area.
- Behavior – Rowdy and disruptive behavior is not permitted.
- Radios – Radios or other music devices are to be used with headphones only.
- Storms - In the event thunder or lightning, please exit the pool and pool area immediately! Before returning to the area, there must be at least 30 minutes without an occurrence of thunder or lightning.
- Swimming is not permitted when thunder is heard until at least 30 minutes after the storm has passed without any occurrence of lightning or thunder.
- Cabanas are on a first come first serve basis, items left unattended are at residents' own risk.
- Please do not leave items unattended so as to restrict the use of the cabana by another resident.

Clubhouse

- Access to the Clubhouse is available daily with fob access. Private rental, Beaumont

event or activity will take priority (see current activity schedule).

- Rental request forms are on the Beaumont Community Website address on the cover of this document.
- Shoes/sandals/flip flops and shirts must be worn in the clubhouse at all times.
- Trash - All persons using the Clubhouse are to cooperate in keeping the areas clean by properly disposing of towels, cans, and all trash, in the outside dumpster located in the far side of the parking lot.
- For private rentals, if trash is not disposed of properly, deposit will be forfeited.
- There are four televisions for your use. One is located in the Club room, one in the activity room and two others on the Outdoor Patio. Remotes for the Club Room and Activity Room televisions are found on the ottoman in the Club Room, while the remotes for the televisions on the Outdoor Patio are located in the outdoor kitchen drawer. Turn them OFF when your rental or use has concluded.
- You may only use the kitchen and appliances throughout your rental if you are renting the Activity room but do not use CDD property that might be in the refrigerators/freezers during your event. These supplies are for community events only.
- Upon conclusion of your private event please make sure the doors to the facility are all closed and locked.

Covered Patio Area

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

Fitness Center

- All use of the fitness equipment is done at your own risk. Please familiarize yourself with the proper use of the fitness equipment before using the equipment.
- Televisions are provided, but headphones must be used at all times.
- It is the responsibility of each person to consult with their physician, and each person should be deemed to be in good physical condition and free from any physical, medical or psychological conditions, disabilities, impairments or ailments, chronic or otherwise, which would preclude, impair or prevent him or her from using the Fitness Center or engaging in active or passive exercise.
- Neither the Club, its management, or Beaumont CDD shall be liable for any injuries or damage to or loss of property of Residents or their Guests while using the Fitness Center.
- Due to a number of safety issues, children under 16 years are not allowed in the

Fitness Center unless accompanied by an adult. Children 12 and under may not be in the gym at any time.

- Casual workout attire is appropriate in the Fitness Center:
- Men: T-shirts, pants, shorts, warm-up pants and athletic shoes.
- Women: T-shirts, shorts, warm-up pants, leotards, tights and athletic shoes.
- No swimsuits or street clothes are permitted.
- Rubber-soled athletic shoes that cover the entire foot must be worn. For health and safety reasons, bare feet, sandals, spiked shoes, work boots and flip-flops are not permitted.
- Do not move any equipment. Moving equipment may cause units to become unbalanced which will require a service technician to be called.
- There is a 30-minute time limit on each piece of cardiovascular equipment when people are waiting.
- Use of a spotter when lifting free weights is recommended. Free weights must not be dropped on floor. All weights must be returned to their proper place at the completion of each use.
- Food is not permitted in the Fitness Center. Closed plastic beverage containers are allowed.
- Please wipe down equipment after each use with the disinfectant wipes provided in the Fitness Center.
- One Personal Trainer is permitted as a Guest of the Resident. The Personal Trainer must register with Club Management, and provide evidence of certifications and insurance. Personal trainers may train Residents of Beaumont only. At no time are Personal Trainers permitted to train non-Beaumont residents in the Beaumont Fitness Center, and Personal Trainers are only permitted to train a maximum of two residents in the Fitness Center at any one time.
- Beaumont CDD may have larger fitness classes.
- Horseplay, profanity, disruptive conduct and indecent behavior in the Fitness Center are strictly prohibited.
- Club Access Fobs are required while using the Fitness Center and must be produced to management if requested.
- Please report any issues or concerns to CDD Management as soon as possible.

Rear Field

- There is no attendant on duty for the field area. Play at your own risk.
- Do not remove Bocce goals without prior approval of clubhouse staff
- Do not adjust or remove nets in the Pickle Ball Courts.

- Trash - All persons using the field area is to cooperate in keeping the areas clean by properly disposing of all trash.
- No use by outside teams for games or practice without prior approval of CDD staff/Board.
- Contact Amenity or Community Manager to reserve court times.

Code of Conduct

General Rules of Courtesy & Conduct

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

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

Any resident who conducts him/herself in an unbecoming manner or who violates the Rules and Regulations is subject to disciplinary action which may include suspension of membership privileges or monetary fines as determined by the Board, in accordance with the CDD's Disciplinary & Enforcement Rule.

Residents and guests are prohibited from profiting financially from their membership by charging occupants or guests to use the facilities.

Interference with Employees/Vendors

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

Safety Is Paramount

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

Guests

Conduct of guests remains the responsibility of the sponsoring Resident. No more than five (5) guest per day are allowed. Each additional guest will be charges \$10.00 per person. The

sponsoring resident will be held accountable for the actions of their guests including any rule violations or costs associated with damages.

Animals

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

Disclaimer

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

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

PROPERTY DAMAGE

Each Resident shall be liable for any property damage at the amenities caused by him or her, his or her guests, or members of his or her family. The District reserves the right to pursue any and all legal and equitable measures necessary to remedy any losses due to property damage.

Each Resident and guest, as a condition of invitation to the premises of the amenities, assumes sole responsibility for his or her property. The District shall not be responsible for the loss or damage to any private property used or stored on the premises of the amenities, whether in lockers or elsewhere.

USE AT OWN RISK; INDEMNIFICATION

Any Resident, guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and shall indemnify, defend, release, hold harmless, and forever discharge the District and its contractors, and the present, former, and future supervisors, staff, officers, employees, representatives, agents, and contractors of each (together, “Indemnitees”), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorney’s fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings), and harm of any kind or nature arising out of, or in connection with, the participation in the Activities, by said Resident, guest, or other person, and any of his or her guests and any members of his or her family.

Should any Resident, guest, or other person, bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Resident, guest, or other person shall be liable to the District for all attorney's fees, costs, and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, trial court, and appellate proceedings. The waiver of liability contained herein does not apply to any act of intentional, willful or wanton misconduct by the Indemnitees.

For purposes of this section, the term "Activities," shall mean the use of or acceptance of the use of the amenities, or engagement in any contest, game, function, exercise, competition, sport, event, or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District.

Nothing herein shall constitute or be construed as a waiver of the Districts' limitations on liability contained in Section 768.28, F.S., or other statutes or law.

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

5A

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Beaumont Cdd
Beaumont Cdd
2300 Glades RD # 410W
Boca Raton FL 33431-8556

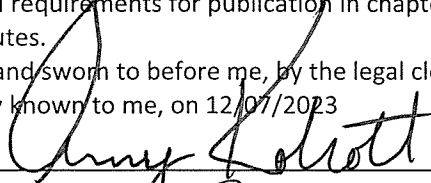
STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Daily Commercial, published in Lake County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Lake County, Florida, or in a newspaper by print in the issues of, on:

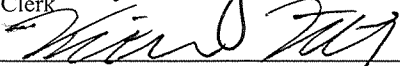
12/07/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/07/2023



Legal Clerk



Notary, State of WI, County of Brown

31 7/27

My commission expires

Publication Cost: \$85.84

Order No: 9600398

of Copies:

Customer No: 534909

1

PO #: Not of Rule Devel

NOTICE OF RULE DEVELOPMENT BY THE BEAUMONT COMMUNITY DEVELOPMENT DISTRICT (AMENDED AMENITY RULES & PARKING RULES)

In accordance with Chapters 120 and 190, *Florida Statutes*, the Beaumont Community Development District ("District") hereby gives notice of its intent to develop a rule entitled the *Amended Amenity Policies, Rules, and Rates (Single-Family)*, and a rule entitled *Rule Relating to Overnight Parking and Parking Enforcement*. The purposes and effects of the rules are to provide for efficient and effective amenity operations of the District, and to provide for towing of cars on District-owned roads and other property. Specific legal authority for the rules includes Sections 120.54, 190.011, 190.012, and 190.035, *Florida Statutes*. Public hearings will be conducted by the District January 8, 2024, at 1:30 p.m., at 7764 Penrose Place, Wildwood, Florida 34785.

Additional information regarding these public hearings may be obtained from the District's website, <https://www.beaumontcdd.net/> or by contacting the District Manager, Chuck E. Adams, at adamsc@whhassociates.com or by calling (561)571-0010. A copy of the proposed rules may be obtained by contacting the District Manager, Wrathell, Hunt & Associates LLC at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by calling (561) 570-0010.

Chesley E. Adams, Jr.
District Manager

#9600398 12/7/23

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

Publication Date
2023-12-08

Subcategory
Miscellaneous Notices

NOTICE OF RULEMAKING
FOR THE
BEAUMONT COMMUNITY DEVELOPMENT DISTRICT
(AMENDED AMENITY RULES & PARKING RULES)

Public hearings will be conducted by the Board of Supervisors of the Beaumont Community Development District (District) on January 8, 2024, at 7764 Penrose Place, Wildwood, Florida 34785, at 1:30 pm.

In accordance with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to promulgate the Amended Amenity Policies, Rules, and Rates (Single-Family), and a rule entitled Rule Relating to Overnight Parking and Parking Enforcement. The purposes and effects of the rules are to provide for efficient and effective amenity operations of the District, and to provide for towing of cars on District-owned roads and other property. The proposed rules may be adjusted at the public hearing pursuant to discussion by the Board of Supervisors and public comment. Specific legal authority for the rules includes Sections 120.54, 190.011, 190.012, and 190.035, Florida Statutes. Prior notice of rule development was published in the Daily Commercial on December 7, 2023.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty one (21) days after publication of this notice to the District Managers Office.

The public hearings may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at the public hearings, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearings, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearings is asked to advise the District Manager, Wrathell, Hunt & Associates LLC at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by calling (561) 570-0010 (hereinafter, the District Office) at least forty-eight (48) hours prior to the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) or 1 800-955-8770 (Voice), who can aid you in contacting the District Office.

A copy of the proposed rules may be obtained by contacting the District Managers Office at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by calling (561) 570-0010.

Chesley E. Adams, Jr.
District Manager
#9594539 12/8/2023

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

5B

RESOLUTION 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEAUMONT COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES RELATING TO PARKING ENFORCEMENT; RATIFYING THE ACTIONS OF THE DISTRICT MANAGER TO PROVIDE NOTICE THEREOF; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the District owns and maintains certain common areas that are located within the boundaries of the District (“**District Property**”);

WHEREAS, unauthorized vehicles or vessels on District Property restrict the District’s vendors from performing their responsibilities and may pose a danger or cause a hazard to the health, safety, and welfare of District, its residents, its infrastructure, and the general public;

WHEREAS, the Board of Supervisors of the District (“**Board**”) is authorized by Sections 190.011(15) and 190.012(3), Florida Statutes, to establish a parking enforcement rule for District Property and to fine owners of vehicles hazardously parked on District Property and/or have the vehicles towed from District Property, provided that the District follows the authorization and notice and procedural requirements in Section 715.07, Florida Statutes; and

WHEREAS, the District desires to adopt a *Parking Enforcement Rule* (“**Rule**”) in accordance with the provisions of Section 715.07, Florida Statutes, authorize the engagement of a towing operator to tow unauthorized vehicles or vessels, and provide for the operation and enforcement of the Rule as set forth herein;

WHEREAS, the Board scheduled the date of the public hearing, and the District Manager has caused the notice of the public hearing, with the date to be published in a newspaper of general circulation in Sumter County, Florida, consistent with the requirements of the Act; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution the Rule for immediate use and application.

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

SECTION 1. The District Manager’s actions in setting the public hearing are hereby ratified.

SECTION 2. The District hereby adopts the Rule, attached hereto as **Exhibit A**.

SECTION 3. If any provision of this Resolution or the Rule 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 8th day of January, 2024.

ATTEST:

**BEAUMONT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Parking Enforcement Rule

Exhibit A: Parking Enforcement Rule

EXHIBIT A

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

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

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

2. **PARKING RULES.**

General

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

Clubhouse

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

Townhomes

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

3. TOWING/REMOVAL PROCEDURES.

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

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

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

6A

NOTICE OF TENDER OF RESIGNATION

To: Board of Supervisors
Beaumont Community Development District
Attn: Chuck Adams, District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

From: Gregory Meath
Printed Name

Date: 11-13-23
Date

I hereby tender my resignation as a member of the Board of Supervisors of the *Beaumont Community Development District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and [] personally presented at a duly noticed meeting of the Board of Supervisors, [] scanned and electronically transmitted to gillyardd@whhassociates.com or [] faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.



Signature

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

6B

TO: adamsc@whhassociates.com

Date: September 17, 2023

From: Carol Michael

5315 Sunshine Drive
Wildwood Florida 34785
Full Time Resident

Education- Master of Science
University of Scranton, Scranton, PA

Applying for the Position-Beaumont North CDD Board Vacancy

Qualifications: Expertise in Amenity Management

Business Owner Customiz-ink
Budget Management
Hotel Management (700 Room Hotel)
Licensed Nursing Home Administration

Customiz-ink: Business Owner 11 years
Marketing, Consulting, Event Planning

Health Care Administration: 15 years, License Administrator
Responsible for Management of
Properties Throughout the Years.

Summary of Skills: My Skills for this Position Includes

- Business Management, Budgeting, All Levels of Management, Teamwork, Leadership, Project Coordination

From: [Gary Smith](#)
To: [Chuck Adams](#)
Subject: Gary Smith CDD Beaumont
Date: Monday, October 2, 2023 5:53:31 PM

Hello Mr. Adams

I'm SFC Gary Smith with Ann Judy

I'm currently still serving in the army 23 yrs I'm the Lead Battalion logistics NCO for the 257 Transportation Battalion in Gainesville. I would like to see about getting one of the CDD.

A little about me I did construction for 20 years I left the industry in 2009 since then it's been the U.S.Army I have managed 35 million dollars in equipment.

I'm certified in Safety and OSHA with 685hours military training at Fort Rucker the military safety center The last 8 years I have been overseeing military budgets for billing, government contracts.

This is my retirement assignment and in addition I grew up in Inverness

V/R

Gary Smith
417-353-0774

Sent from my iPhone

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

6C

RESOLUTION 2024-06

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

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

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

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

SECTION 1. The following is/are appointed as Officer(s) of the District effective January 8, 2024:

_____ is appointed Chair

_____ is appointed Vice Chair

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

_____ is appointed Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of January 8, 2024:

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

Chuck Adams is Secretary

Craig Wrathell is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 8TH DAY OF JANUARY, 2024.

ATTEST:

**BEAUMONT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

BEAUMONT

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2024-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BEAUMONT COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), FLORIDA STATUTES, AND REQUESTING THAT THE SUMTER COUNTY SUPERVISOR OF ELECTIONS BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FOR THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Beaumont Community Development District ("District") is a local unit of special-purpose government created by, and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Wildwood, Sumter County, Florida; and

WHEREAS, the Board of Supervisors ("Board") of Beaumont Community Development District seeks to implement section 190.006(3), *Florida Statutes*, and to instruct the Sumter County Supervisor of Elections ("Supervisor") to conduct the District's General Election ("Election").

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

1. **GENERAL ELECTION SEATS.** Seat 1, currently held by Troy E Simpson and Seat 4, currently held by Ann Judy, are scheduled for the General Election in November 2024. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.

2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Sumter County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.

4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November, 2024, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.

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

8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED THIS 8TH DAY OF JANUARY, 2024.

**BEAUMONT COMMUNITY DEVELOPMENT
DISTRICT**

CHAIR/VICE CHAIR, BOARD OF SUPERVISORS

ATTEST:

SECRETARY/ASSISTANT SECRETARY

Exhibit A

**NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE
BEAUMONT COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Beaumont Community Development District will commence at noon on June 10, 2024, and close at noon on June 14, 2024. Candidates must qualify for the office of Supervisor with the Sumter County Supervisor of Elections located at 7375 Powell Road, Suite 125, Wildwood, Florida 34785, (352) 569-1540. All candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Sumter County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.

The Beaumont Community Development District has two (2) seats up for election, specifically seats 1 and 4. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 5, 2024, in the manner prescribed by law for general elections.

For additional information, please contact the Sumter County Supervisor of Elections.

**District Manager
Beaumont Community Development District**

BEAUMONT

COMMUNITY DEVELOPMENT DISTRICT

8

RESOLUTION 2024-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF BEAUMONT COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS’ MEETING AND ELECTION; PROVIDING FOR PUBLICATION, PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, 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, the District’s Board of Supervisors (the “Board”) is statutorily authorized to exercise the powers granted to the District; and

WHEREAS, the effective date of the City of Wildwood Ordinance No. 02018-16 creating the District (the “Ordinance”) is March 26, 2018; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board of Supervisors for the District on a date in November established by the Board, which shall be noticed pursuant to Section 190.006(2)(a), *Florida Statutes*.

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

SECTION 1. The Board is currently made up of the following individuals.

<u>Seat Number</u>	<u>Supervisor</u>	<u>Term Expiration Date</u>
1	Troy Simpson	November 2024
2	John Curtis	November 2026
3	Candic Bain	November 2026
4	Ann Judy	November 2024
5	Greg Meath	November 2024

This year, Seat 5, currently held by Greg Meath, is subject to election by landowners in November 2024. The candidate receiving the highest number of votes shall be elected for a term of four (4) years. The term of office for each successful candidate shall commence upon election.

SECTION 2. In accordance with section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect one (1) supervisor of the District, shall be held on the ___ day of November 2024, at __:__ a./p.m., at 7764 Penrose Place, Wildwood, Florida 34785.

SECTION 3. The District's Secretary is hereby directed to publish notice of this landowners meeting and election in accordance with the requirements of Section 190.006(2)(a), *Florida Statutes*.

SECTION 4. Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election is hereby announced by the Board at its January 8, 2024 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented in at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the at the office of the District Manager, Wrathell, Hunt & Associates, LLC, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by emailing adamsc@whhassociates.com or calling (561) 571-0010.

SECTION 5. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution or any part thereof.

SECTION 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 8th day of January, 2024.

ATTEST:

**BEAUMONT COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Beaumont Community Development District (the "District"), the location of which is generally described as comprising a parcel or parcels of land containing approximately 153.55 acres, generally located east of CR 462 and north of CR 466A, and in the City of Wildwood, Sumter County, Florida, advising that a meeting of landowners will be held for the purpose of electing one (1) person to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November __, 2024
TIME: __:__ A./P.M.
PLACE: 7764 Penrose Place
Wildwood, Florida 34785

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, or by emailing gillyardd@whhassociates.com or calling (561) 571-0010. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

District Manager

Run Date(s): _____ & _____

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
BEAUMONT COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November __, 2024**

TIME: __: __ **A./P.M.**

LOCATION: **7764 Penrose Place
Wildwood, Florida 34785**

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, one (1) seat on the Board will be up for election by landowners. The candidate receiving the highest number of votes shall be elected for a term of four (4) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

**BEAUMONT COMMUNITY DEVELOPMENT DISTRICT
CITY OF WILDWOOD, FLORIDA
LANDOWNERS' MEETING - NOVEMBER __, 2024**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("**Proxy Holder**") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Beaumont Community Development District to be held at __:__ a./p.m., on November __, 2024 at 7764 Penrose Place, Wildwood, Florida 34785, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners' meeting prior to the proxy holder's exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

Total Number of Authorized Votes: _____

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the

nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT

**BEAUMONT COMMUNITY DEVELOPMENT DISTRICT
CITY OF WILDWOOD, FLORIDA
LANDOWNERS' MEETING - NOVEMBER ____, 2024**

For Election (1 Supervisor): The candidate receiving the highest number of votes will receive a four (4)-year term with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Beaumont Community Development District and described as follows:

<u>Description</u>	<u>Acreage</u>
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

Attach Proxy.

I, _____, as Landowner, or as the proxy holder of _____ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

SEAT	NAME OF CANDIDATE	NUMBER OF VOTES
5		

Date: _____

Signed: _____

Printed Name: _____

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

10

AMENITIES MANAGEMENT AGREEMENT

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

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

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

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

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

RECITALS

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

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

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

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

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

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

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

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

I. RECITALS & DEFINITIONS

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

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

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

II. SCOPE OF SERVICES

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

III. TERM & RENEWAL

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

IV. COMPENSATION & REIMBURSEMENT

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

V. REVENUE & TAX EXEMPT STATUS

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

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

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

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

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

VI. BUDGET PREPARATION

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

VII. PROCUREMENT PROCEDURES

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

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

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

VIII. SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

16. Indemnification.

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

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

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

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

IX. TERMINATION OR DEFAULT OF THE AGREEMENT

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

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

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

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

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

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

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

X. GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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


XI. NOTICES

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


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

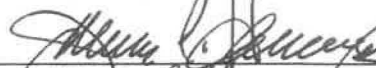
BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

By: 
Print: JAMES P. HARKLEY
Its: CHAIRMAN


EVERGREEN LIFESTYLES MANAGEMENT, LLC

By: 
Print: Kraig Carmickle
Its: CEO

BEAUMONT HOMEOWNERS' ASSOCIATION, INC.

By: 
Print: JAMES P. HARKLEY
Its: PRESIDENT

BEAUMONT TOWNHOME OWNERS' ASSOCIATION, INC.

By: 
Print: JAMES P. HARKLEY
Its: PRESIDENT

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

ATTACHMENT A-1 – SCOPE OF SERVICES

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

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

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

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

ATTACHMENT A-2 – HOA SCOPE OF SERVICES

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

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

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

ATTACHMENT B – COMPENSATION

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

I. INVOICE

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

II. STAFFING AND FEES

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

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

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

III. AFTER-HOURS EMERGENCY SERVICES

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

ATTACHMENT C

AGREEMENT REGARDING REVENUE COLLECTION & PETTY CASH

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

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

Operations Manager Signature: _____ Date: _____

ATTACHMENT D

SUBCONTRACT AGREEMENT FOR PROGRAM SERVICES

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

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

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to Contractor: _____

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

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

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

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

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

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

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

**EVERGREEN LIFESTYLES
MANAGEMENT, LLC**

_____		_____
[Print Name of Witness]	By:	_____

_____		_____
[Print Name of Witness]	By:	_____

ACKNOWLEDGED BY:

**BEAUMONT COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Its: District Manager

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

Exhibit A
Scope, Schedule & Compensation

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

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

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

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

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

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

Agreed to by Contractor: _____ (Initials)

Agreed to by Amenity Manager: _____ (Initials)

Date: _____

Exhibit B
Insurance Certificate (with Endorsements)

Amounts:

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

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

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

ADDENDUM TO COMMUNITY MANAGEMENT AGREEMENT

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

BETWEEN:

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

"District"

-AND-

EVERGREEN LIFESTYLES MANAGEMENT, LLC

"Amenities Manager"

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

The Association:

BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

Signature: _____

Name: _____

Title: _____

James P. Harvey
JAMES P. HARVEY
CHAIRMAN

The Manager:

EVERGREEN LIFESTYLES MANAGEMENT, LLC

Signature: _____

Name: _____

Title: _____

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

Exhibit 1:

ATTACHMENT A-2 - HOA SCOPE OF SERVICES

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

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

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

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

Exhibit 2

ATTACHMENT B – COMPENSATION

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

I. INVOICE

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

II. STAFFING AND FEES

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

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

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

III. AFTER-HOURS EMERGENCY SERVICES

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

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
NOVEMBER 30, 2023**

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
NOVEMBER 30, 2023**

	General Fund	Special Revenue Fund - Single Family	Special Revenue Fund - Town Home	Debt Service Fund Series 2019	Debt Service Fund Series 2019A-1	Capital Projects Fund Series 2019	Capital Projects Fund Series 2019A-2	Total Governmental Funds
ASSETS								
Cash	\$ 87,686	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 87,686
Investments								
Revenue	-	-	-	83,056	109,217	-	-	192,273
Reserve	-	-	-	259,472	203,906	-	-	463,378
Prepayment	-	-	-	2,042	1,831	-	-	3,873
Construction	-	-	-	-	-	89,277	-	89,277
Interest	-	-	-	213	312	-	-	525
Sinking	-	-	-	102	204	-	-	306
Bond redemption	-	-	-	-	3,073	-	-	3,073
Undeposited funds	61,703	-	-	-	-	-	-	61,703
Due from Developer	29,132	-	-	-	-	-	1,400	30,532
Due from other	1,231	-	-	-	-	-	-	1,231
Due from general fund	-	16,051	111,306	10,806	17,259	-	-	155,422
Due from KLP Village	15,112	26,430	5,782	-	139,797	-	-	187,121
Due from SRF - single family	164,300	-	-	-	-	-	-	164,300
Due from SRF - townhome	26,650	3,166	-	-	-	-	-	29,816
Utility deposit	3,557	1,790	-	-	-	-	-	5,347
Prepaid expense	-	125	-	-	-	-	-	125
Total assets	<u>\$ 389,371</u>	<u>\$ 47,562</u>	<u>\$117,088</u>	<u>\$ 355,691</u>	<u>\$ 475,599</u>	<u>\$ 89,277</u>	<u>\$ 1,400</u>	<u>\$ 1,475,988</u>
LIABILITIES								
Liabilities:								
Accounts payable	\$ 156	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 156
Accounts payable - onsite	122	-	-	-	-	-	-	122
Due to other	-	-	7,108	-	-	3,386	-	10,494
Due to general fund	-	163,865	27,086	-	-	-	-	190,951
Due to SRF - single family	16,051	-	3,166	-	-	-	-	19,217
Due to SRF - town home	111,306	-	-	-	-	-	-	111,306
Due to debt service fund 2019 area two	10,806	-	-	-	-	-	-	10,806
Due to debt service fund 2019-A1	17,259	-	-	-	-	-	-	17,259
Due to KLP Beaumont commercial	-	-	-	1,311	-	-	-	1,311
Due to KLP Village	-	-	-	-	9,486	-	-	9,486
Contracts payable	-	-	-	-	-	8,438	4,700	13,138
Tax payable	61	-	-	-	-	-	-	61
Developer advance	30,000	-	-	-	-	-	-	30,000
Total liabilities	<u>185,761</u>	<u>163,865</u>	<u>37,360</u>	<u>1,311</u>	<u>9,486</u>	<u>11,824</u>	<u>4,700</u>	<u>414,307</u>
DEFERRED INFLOWS OF RESOURCES								
Unearned revenue	-	-	-	-	286	-	-	286
Deferred receipts	39,449	26,430	-	-	139,797	-	1,400	207,076
Total deferred inflows of resources	<u>39,449</u>	<u>26,430</u>	<u>-</u>	<u>-</u>	<u>140,083</u>	<u>-</u>	<u>1,400</u>	<u>207,362</u>
FUND BALANCES								
Assigned:								
Restricted for								
Debt service	-	-	-	354,380	326,030	-	-	680,410
Capital projects	-	-	-	-	-	77,453	(4,700)	72,753
Unassigned	164,161	(142,733)	79,728	-	-	-	-	101,156
Total fund balances	<u>164,161</u>	<u>(142,733)</u>	<u>79,728</u>	<u>354,380</u>	<u>326,030</u>	<u>77,453</u>	<u>(4,700)</u>	<u>854,319</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 389,371</u>	<u>\$ 47,562</u>	<u>\$117,088</u>	<u>\$ 355,691</u>	<u>\$ 475,599</u>	<u>\$ 89,277</u>	<u>\$ 1,400</u>	<u>\$ 1,475,988</u>

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 17,594	\$ 17,594	\$ 416,880	4%
Interest and miscellaneous	425	2,777	-	N/A
Total revenues	<u>18,019</u>	<u>20,371</u>	<u>416,880</u>	5%
Professional & administrative				
Supervisor fees	215	431	-	N/A
Management/accounting/recording	4,000	8,000	48,000	17%
Legal	2,287	2,287	15,000	15%
Engineering	-	-	2,500	0%
Audit	-	-	3,100	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination agent	83	167	1,000	17%
Trustee	-	-	10,500	0%
Telephone	17	33	200	17%
Postage	-	-	500	0%
Printing & binding	41	83	500	17%
Legal advertising	-	121	1,500	8%
Annual special district fee	-	175	175	100%
Insurance	-	9,127	8,000	114%
Contingencies/bank charges	-	-	500	0%
Website	-	-	-	-
Hosting & maintenance	-	-	705	0%
ADA site compliance	-	210	210	100%
Tax collector	352	352	8,685	4%
Supplies	-	-	300	0%
Total professional & administrative	<u>6,995</u>	<u>20,986</u>	<u>102,125</u>	21%

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
Field operations (shared)				
Management	-	-	35,000	0%
Security amenity center	-	-	500	0%
Stormwater management				
Lake maintenance	825	1,650	10,000	17%
Preserve maintenance	-	-	3,500	0%
Streetlighting				
Maintenance contract	-	-	2,000	0%
Electricity	-	-	5,000	0%
Irrigation supply				
Maintenance contract	-	-	3,000	0%
Electricity	1,531	2,364	8,000	30%
Repairs and maintenance	-	-	2,500	0%
Monuments and street signage				
Repairs and maintenance	-	-	1,000	0%
Electricity	-	-	1,250	0%
Landscape maint. entries/buffers				
Maintenance contract	16,250	16,250	160,000	10%
Mulch	-	-	65,000	0%
Plant replacement	6,500	6,500	5,000	130%
Tree treatment	-	-	8,500	0%
Irrigation repairs	-	-	2,000	0%
Roadway maintenance	-	-	2,500	0%
Total field operations	<u>25,106</u>	<u>26,764</u>	<u>314,750</u>	9%
Total expenditures	<u>32,101</u>	<u>47,750</u>	<u>416,875</u>	11%
Excess/(deficiency) of revenues over/(under) expenditures	(14,082)	(27,379)	5	
Fund balances - beginning	<u>178,243</u>	<u>191,540</u>	<u>81,954</u>	
Fund balances - ending	<u>\$ 164,161</u>	<u>\$ 164,161</u>	<u>\$ 81,959</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND - SINGLE FAMILY PROGRAM
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 11,955	\$ 11,955	\$ 283,255	4%
Interest and miscellaneous	-	-	500	0%
Total revenues	<u>11,955</u>	<u>11,955</u>	<u>283,755</u>	4%
 Single Family Program				
Management	-	-	33,000	0%
Lifestyles events	21	569	12,000	5%
Accounting	125	250	1,500	17%
Streetlighting electric	282	603	6,240	10%
Streetlighting maintenance	-	-	2,000	0%
Landscape maintenance	-	-	20,000	0%
Tree treatment	-	-	7,160	0%
Plant replacement	-	-	5,000	0%
Irrigation repairs	-	-	2,500	0%
Pool maintenance	3,969	4,966	21,600	23%
Gym equipment- PM	275	550	1,000	55%
Repairs and maintenance	-	-	7,500	0%
Electricity	1,818	1,818	15,000	12%
Gate electricity	677	677	10,000	7%
Insurance	-	25,033	16,000	156%
Phone/cable/internet	912	1,847	6,000	31%
Sewer/ water/ propane	241	452	8,000	6%
Janitorial	-	-	35,000	0%
Pressure washing	-	-	5,000	0%
Security monitoring/gates	869	1,738	10,000	17%
Gate repairs and maintenance	-	-	3,500	0%
Pest control	310	310	1,200	26%
Permits/licenses	-	-	750	0%
Holiday decorating	-	-	1,000	0%
Supplies	-	-	3,000	0%
Contingencies	-	-	1,000	0%
Capital outlay	-	-	37,900	0%
Reserve study	-	-	5,000	0%
Total single family program	<u>9,499</u>	<u>38,813</u>	<u>277,850</u>	14%
 Other fees & charges				
Tax collector	239	239	5,901	4%
Total other fees & charges	<u>239</u>	<u>239</u>	<u>5,901</u>	4%
Total expenditures	<u>9,738</u>	<u>39,052</u>	<u>283,751</u>	14%
 Excess/(deficiency) of revenues over/(under) expenditures				
	2,217	(27,097)	4	
Fund balances - beginning	<u>(144,950)</u>	<u>(115,636)</u>	<u>4</u>	
Fund balances - ending	<u>\$ (142,733)</u>	<u>\$ (142,733)</u>	<u>\$ 8</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL REVENUE FUND BUDGET - TOWN HOME PROGRAM
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 4,343	\$ 4,343	\$ 102,894	4%
Interest and miscellaneous	-	-	500	0%
Total revenues	<u>4,343</u>	<u>4,343</u>	<u>103,394</u>	4%
EXPENDITURES				
Town Home Program				
Accounting	62	125	750	17%
Streetlighting electricity	-	-	4,000	0%
Streetlighting maintenance	-	-	750	0%
Landscape maintenance	4,620	4,620	16,000	29%
Irrigation water	-	-	500	0%
Plant replacement	-	-	1,000	0%
Irrigation repairs	-	-	1,000	0%
Pool maintenance	2,200	2,200	13,200	17%
Repairs and maintenance	-	-	2,000	0%
Electricity	862	862	6,000	14%
Insurance	-	-	3,000	0%
Bank fees	-	-	500	0%
Phone/cable/internet	203	406	2,000	20%
Water/sewer	168	287	2,000	14%
Janitorial	-	-	10,000	0%
ADA site compliance	-	-	2,000	0%
Security amenity center	58	58	2,500	2%
Pest control	125	125	5,500	2%
Permits/licenses	-	-	500	0%
Supplies	-	-	500	0%
Contingencies	-	-	250	0%
Capital outlay	-	-	22,300	0%
Reserve study	-	-	5,000	0%
Total town home program	<u>8,298</u>	<u>8,683</u>	<u>101,250</u>	9%
Other fees & charges				
Tax collector	87	87	2,144	4%
Total other fees & charges	<u>87</u>	<u>87</u>	<u>2,144</u>	4%
Total expenditures	<u>8,385</u>	<u>8,770</u>	<u>103,394</u>	8%
Excess/(deficiency) of revenues over/(under) expenditures	(4,042)	(4,427)	-	
Fund balances - beginning	83,770	84,155	56,000	
Fund balances - ending	<u>\$ 79,728</u>	<u>\$ 79,728</u>	<u>\$ 56,000</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019 BONDS
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 11,027	\$ 11,027	\$ 261,264	4%
Interest	2,072	4,080	-	N/A
Total revenues	<u>13,099</u>	<u>15,107</u>	<u>261,264</u>	6%
EXPENDITURES				
Debt service				
Principal	50,000	50,000	50,000	100%
Interest	103,434	103,434	205,275	50%
Total debt service	<u>153,434</u>	<u>153,434</u>	<u>255,275</u>	60%
Other fees & charges				
Tax collector	221	221	5,443	4%
Total other fees and charges	<u>221</u>	<u>221</u>	<u>5,443</u>	4%
Total expenditures	<u>153,655</u>	<u>153,655</u>	<u>260,718</u>	59%
Excess/(deficiency) of revenues over/(under) expenditures	(140,556)	(138,548)	546	
OTHER FINANCING SOURCES/(USES)				
Transfers out	-	(6,077)	-	N/A
Total other financing sources	<u>-</u>	<u>(6,077)</u>	<u>-</u>	N/A
Net change in fund balances	(140,556)	(144,625)	-	
Fund balances - beginning	494,936	499,005	463,971	
Fund balances - ending	<u>\$ 354,380</u>	<u>\$ 354,380</u>	<u>\$ 464,517</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2019A-1 BONDS
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll - net	\$ 17,611	\$ 17,611	\$ 418,043	4%
Interest	2,282	5,389	-	N/A
Total revenues	<u>19,893</u>	<u>23,000</u>	<u>418,043</u>	6%
EXPENDITURES				
Debt service				
Principal	100,000	100,000	100,000	100%
Interest	152,500	152,500	303,713	50%
Total debt service	<u>252,500</u>	<u>252,500</u>	<u>403,713</u>	63%
Other fees & charges				
Tax collector	352	352	8,709	4%
Total other fees and charges	<u>352</u>	<u>352</u>	<u>8,709</u>	4%
Total expenditures	<u>252,852</u>	<u>252,852</u>	<u>412,422</u>	61%
Excess/(deficiency) of revenues over/(under) expenditures	(232,959)	(229,852)	5,621	
OTHER FINANCING SOURCES/(USES)				
Transfers out	(207,354)	(207,354)	-	N/A
Total other financing sources	<u>(207,354)</u>	<u>(207,354)</u>	<u>-</u>	N/A
Net change in fund balances	(440,313)	(437,206)	5,621	
Fund balances - beginning	766,343	763,236	681,811	
Fund balances - ending	<u>\$ 326,030</u>	<u>\$ 326,030</u>	<u>\$ 687,432</u>	

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019 BONDS
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES		
Interest	<u>\$ 883</u>	<u>\$ 2,120</u>
Total revenues	<u>883</u>	<u>2,120</u>
EXPENDITURES		
Construction costs	<u>10,049</u>	<u>88,910</u>
Total expenditures	<u>10,049</u>	<u>88,910</u>
Excess/(deficiency) of revenues over/(under) expenditures	(9,166)	(86,790)
OTHER FINANCING SOURCES/(USES)		
Transfer in	<u>-</u>	<u>6,077</u>
Total other financing sources/(uses)	<u>-</u>	<u>6,077</u>
Net change in fund balances	(9,166)	(80,713)
Fund balances - beginning	<u>86,619</u>	<u>158,166</u>
Fund balances - ending	<u><u>\$ 77,453</u></u>	<u><u>\$ 77,453</u></u>

**BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2019 A-2 BONDS
FOR THE PERIOD ENDED NOVEMBER 30, 2023**

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

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

MINUTES A

DRAFT
MINUTES OF MEETING
BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

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5 The Board of Supervisors of the Beaumont Community Development District held a
6 Regular Meeting on November 13, 2023 at 1:30 p.m., at 7764 Penrose Place, Wildwood, Florida
7 34785.

8 **Present were:**

9
10 John Curtis Vice Chair
11 Troy Simpson Assistant Secretary
12 Ann Judy Assistant Secretary
13

14 **Also present:**

15
16 Chuck Adams District Manager
17 Jere Earlywine (via telephone) District Counsel
18 Tammy Collins On-site Manager
19 Joe Vitalo Resident/HOA President
20 Jan Ennis Resident/HOA Board
21 Doug Brady Resident
22 Lori Anderson Resident
23 Several other residents
24

25
26 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

27
28 Mr. Adams called the meeting to order at 1:30 p.m. Supervisors Curtis, Simpson and
29 Judy were present. Supervisors Bain and Meath were not present.
30

31 **SECOND ORDER OF BUSINESS**

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

32
33
34 Resident and HOA President Joe Vitalo commented on the following four agenda items:

35 ➤ Item #6: He believes the language in Section 1A of Resolution 2024-02 is a direct
36 violation of HOA Declarations, which prohibits parking ATVs, boats and trailers in resident
37 driveways. He asked that language be added stating “in recognition of each communities’
38 declarations,” and asked for clarification of Section 2b on Page 3, which reads “No street
39 parking is allowed in the District on any District property, including roadways owned by the
40 District within the community.”

41 ➤ Item #7: He believes an adjustment is needed on Item 6 of the Amenity Policies, which
42 states that the HOAs are permitted to one free meeting per month. He noted that the HOAs
43 hold three to four meetings per month.

44 ➤ Item #13: He commended Juniper for trimming and/or removing damaged and
45 overgrown trees.

46 ➤ Item #11: He noted that the General Fund only has \$150,000 but he believes the
47 amount should be \$200,000. He pointed out that the Single-Family units have a deficit of
48 \$116,000 and the Townhomes have a deficit of \$84,000 and asked if that is jeopardizing future
49 expenditures.

50 Mr. Earlywine stated Staff will amend Resolution 2024-02 and Resolution 2024-04.

51 Mr. Adams confirmed that there are funds in the General Fund and the Townhomes but
52 the Special Revenue Fund for the Single-Family units is in a deficit position. As a governmental
53 entity, the CDD has three funds that can borrow from each other.

54 Resident Jan Ennis asked how parking violations will be handled. Mr. Earlywine stated
55 an e-blast should be sent alerting residents of the amended parking rules. The next step should
56 be placement of stickers on illegally parked vehicles, listing safe parking hours and warning that
57 violators will be towed.

58 Discussion ensued regarding adopting the parking rules, overnight parking, setting
59 parking hours, vehicle registration, engaging a towing company and installing parking signage.

60 A resident asked about the CDD’s plan for mulching and sidewalk repairs. Mr. Adams
61 stated mulch is typically applied in the fall months. Mr. Curtis stated the Developer is
62 responsible for the sidewalks in the common areas and the builder is responsible for the
63 sidewalks in front of the homes; homeowners with cracked sidewalks should contact DR
64 Horton. Mr. Adams stated common area sidewalk repairs are typically an Engineering function.
65 Mr. Curtis will email DR Horton about the sidewalks in question and Ms. Collins will coordinate
66 with the District Engineer to address damaged sidewalks in the common areas.

67 Resident Doug Brady reported washouts behind his home and asked for the CDD’s help.
68 Mr. Curtis stated the washouts are among the projects that are being addressed. The goal is to
69 finish other work and then have Morris Engineering inspect/photograph Mr. Brady’s home and
70 engage a contractor to make the repairs. Multiple bids will be sought.

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Mr. Curtis reported the following:

- The asphaltting is complete. Mr. Curtis thanked residents for their patience.
- The striping was done on the commercial road going out to 466A. Pricing to paint and stripe Spanish Harbor will be obtained.
- Mr. Morris will coordinate with Ms. Collins, Morris Engineering and City Engineers to inspect/address potentially dangerous line of sight issues.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2024-01, Addressing Real Estate Conveyances and Permits; Accepting a Certificate of the District Engineer and Declaring the Assessment Area One - Residential Project and the Assessment Area Two - Commercial Project Complete; Addressing Contribution Requirements; Providing Direction to the Trustee; Finalizing the 2019 A-1, 2019 A-2 and 2019 Assessments; Authorizing Conveyances; Authorizing a Mutual Release; Providing for a Supplement to the Improvement Lien Book; Providing for Severability, Conflicts, and an Effective Date

Mr. Earlywine presented Resolution 2024-01, which accomplishes the following:

- Declares both projects complete.
- Accepts the Engineer’s certificate from Mr. Matt Morris.
- Addresses contribution requirements.
- Provides direction to the Trustee and finalizes the assessments.

On MOTION by Mr. Curtis and seconded by Mr. Simpson, with all in favor, Resolution 2024-01, Addressing Real Estate Conveyances and Permits; Accepting a Certificate of the District Engineer and Declaring the Assessment Area One - Residential Project and the Assessment Area Two - Commercial Project Complete; Addressing Contribution Requirements; Providing Direction to the Trustee; Finalizing the 2019 A-1, 2019 A-2 and 2019 Assessments; Authorizing Conveyances; Authorizing a Mutual Release; Providing for a Supplement to the Improvement Lien Book; Providing for Severability, Conflicts, and an Effective Date, was adopted.

114 **FIFTH ORDER OF BUSINESS**

Consideration of Requisition 2019A1

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116 Mr. Earlywine presented Requisition 2019A-1 for the Assessment Area One Residential
117 Project, which authorizes Staff to close out the residential account to pay Developer.

118

On MOTION by Mr. Curtis and seconded by Mr. Simpson, with all in favor, Requisition 2019A-1 for the Assessment Area One Residential Project, was approved.

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124 **SIXTH ORDER OF BUSINESS**

Consideration of Resolution 2024-02, Setting a Public Hearing to Adopt Amended Rules Relating to Parking and Parking Enforcement; and Providing for Severability and an Effective Date

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130 Mr. Adams presented Resolution 2024-02. He stated Resolution 2024-02 can be
131 approved. The public hearing related to the revised parking rules will be held at the January
132 meeting.

133

On MOTION by Mr. Curtis and seconded by Ms. Judy, with all in favor, Resolution 2024-02, Setting a Public Hearing for January 8, 2024 at 1:30 p.m. at 7764 Penrose Place, Wildwood, Florida 34785 to Adopt Amended Rules Relating to Parking and Parking Enforcement; and Providing for Severability and an Effective Date, subject to the edits noted by District Counsel, was adopted.

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142 **SEVENTH ORDER OF BUSINESS**

Consideration of Resolution 2024-03, Amending the Amenity Facilities Policies; Providing for Severability and an Effective Date

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147 Mr. Adams presented Resolution 2024-03. This puts disciplinary and enforcement rules
148 in place in the Amenity Policies.

149 Mr. Earlywine stated it is necessary to set a public hearing date to accept and finally
150 adopt the revisions to the policy.

151 Discussion ensued regarding amenity policy changes, including hours of operation, key
152 fobs, number of free HOA and ARC meetings per month and Clubhouse rentals.

153 Mr. Adams stated a provision will be added stipulating that Clubhouse rentals will have
154 priority over meetings.

155

On MOTION by Mr. Curtis and seconded by Ms. Judy, with all in favor, Resolution 2024-03, Amending the Amenity Facilities Policies and setting a public hearing for January 8, 2024 at 1:30 p.m., at 7764 Penrose Place, Wildwood, Florida 34785; Providing for Severability and an Effective Date, subject to changes noted by District Counsel, was adopted.

161

162

EIGHTH ORDER OF BUSINESS

Consideration of Juniper Landscaping of Florida, LLC Proposal No. 244783 [4-Inch Main Break at Culvers]

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166

167 Mr. Curtis presented Juniper Landscaping of Florida, LLC Proposal No. 244783 in the
168 amount of \$750.31 to repair a 4" irrigation main break at Culvers. The CDD will seek
169 reimbursement from Culvers.

170

On MOTION by Mr. Curtis and seconded by Mr. Simpson, with all in favor, Juniper Landscaping of Florida, LLC Proposal No. 244783, in the amount of \$750.31 for repair of a 4" irrigation main break at Culvers, was approved.

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NINTH ORDER OF BUSINESS

Consideration of Landscape Proposal for Commercial Project Landscaping

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179 This item was resolved and/or completed.

180

TENTH ORDER OF BUSINESS

Consideration of Contract for Final Commercial Paving/Punch List Items

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183

184 This item was resolved and/or completed.

185

ELEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of September 30, 2023

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188

189 Mr. Adams presented the Unaudited Financial Statements as of September 30, 2023.

190 Mr. Adams and Mr. Curtis responded to questions regarding funding sources for the
191 irrigation break at Culvers and who will pay the \$116,000 deficit.

192 The financials were accepted.

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TWELFTH ORDER OF BUSINESS

Approval of October 2, 2023 Regular Meeting Minutes

Mr. Adams presented the October 2, 2023 Regular Meeting Minutes.

On MOTION by Ms. Judy and seconded by Mr. Curtis, with all in favor, the October 2, 2023 Regular Meeting Minutes, as presented, were approved.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

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

There were no reports from District Counsel or the District Engineer.

- **Action Items/Tracker**

Ms. Collins presented the Evergreen Action Items/Tracker Report, which is enclosed.

Discussion ensued regarding the Clubhouse back door, Envera and commercial landscaping.

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

- **NEXT MEETING DATE: December 11, 2023 at 1:30 PM**

- **QUORUM CHECK**

The December meeting was cancelled. The next meeting will be held on January 8, 2024.

➤ Staff will advertise the public hearing related to the parking rules and the public hearing related to the amenity policy rule changes.

➤ Staff to advertise a December 11, 2023 workshop to review and prioritize Capital Outlay projects for 2024.

FOURTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

Ms. Judy asked about pest control for the Clubhouse and having the wasp nests removed before there is a major liability issue. Ms. Collins contacted Massey and a response is pending.

228 FIFTEENTH ORDER OF BUSINESS

Public Comments

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The following questions were asked and addressed by the Board and Staff.

➤ Regarding if a wall is being constructed near the apartments, it was noted that a fence is being built but it is unknown whether a wall is being built.

➤ Regarding if additional “Dangerous Animal” signage will be installed, it was noted that three were installed or are in the process of being installed.

➤ Regarding whether the May 8, 2023 CDD Board Meeting was cancelled, Mr. Adams stated that he will check to see if it was cancelled.

➤ Regarding when the pool temperature will be discussed, Mr. Adams stated that it will need to be discussed when the resident Board takes over. He noted that it is quite expensive to increase the pool temperature.

➤ Regarding if the bond assessments and maintenance assessments are listed separately, Mr. Adams they are separate in the budget; the tables breaking it down are at the end of the fiscal year budget posed on the website. The tax bill does not break it down.

Discussion ensued regarding the bond maturity dates, public use of the facilities, the current annual non-resident patron amenity fee of \$2,200 per person per year, the nearby apartments, HOA contracts, the mail boxes, speed humps, outstanding maintenance items, DR Horton issues and discussion items for the upcoming workshop meeting.

➤ Regarding bags at the dog waste dispensers, it was noted that bags will be provided and Juniper will be paid to empty the waste receptacles.

SIXTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Simpson and seconded by Mr. Curtis, with all in favor, the meeting adjourned at 2:25 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

MINUTES B

DRAFT
MINUTES OF MEETING
BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

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5 The Board of Supervisors of the Beaumont Community Development District held a
6 Workshop on December 11, 2023 at 1:30 p.m., at 7764 Penrose Place, Wildwood, Florida
7 34785.

8 **Present were:**

9
10 Chuck Adams (via telephone) District Manager
11 Jere Earlywine (via telephone) District Counsel
12 Tammy Collins Evergreen Lifestyle Management
13 Ann Judy CDD Assistant Secretary
14 Joe Vitalo Resident/HOA President
15 Ronald Eugene Resident
16
17

18 **FIRST ORDER OF BUSINESS**

Call to Order/Roll Call

19
20 Mr. Earlywine stated the purpose of the workshop is to give the Board a chance to
21 discuss District business with each other and members of the community. Although no final
22 decisions can be made in today's meeting, the Board is welcomed to authorize any project
23 items to take back for recommendations to the CDD Board at the January meeting.

24 Mr. Adams called the meeting to order at 1:33 p.m., acknowledged that Ms. Ann Judy
25 was the only CDD Board Member present and stated the sole subject of today's workshop is to
26 discuss capital improvement projects, in detail, and perhaps create a list to identify completed
27 projects, those that are underway, those that are a priority going forward and to update the
28 proposed developments in terms of what Staff needs to do ahead of the next CDD Board
29 meeting. He stated it was very important that the new On-site Manager, Ms. Collins, participate
30 in the conversations, especially since the previous Manager helped formulate the capital
31 improvement list in relation to the Fiscal Year 2024 budget last summer.
32

33 **SECOND ORDER OF BUSINESS**

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

34
35
36 There were no public comments.
37

38 **THIRD ORDER OF BUSINESS**Discussion: Capital Outlay Projects for
202439
40

41 Ms. Judy voiced her opinion that the bat houses must be torn down because, according
42 to research data from Gainesville and the internet, they need to be in the shade and away from
43 the hot sun but, currently there is no place out in the open where the trees are tall enough to
44 draw them in behind so that there is no disturbance from the ground area. The original thought
45 was to place the totem poles that hold the houses in the center greenspaces with the palm
46 trees and the bushes but those areas are too sunny and the bats cannot reside in them. Ms.
47 Collins concurred with regard to the totem poles.

48 Ms. Collins reported that she obtained pricing for five dog waste stations for the
49 townhome and common areas, in the amount of \$1,150, excluding installation. Juniper has
50 agreed to empty the dog waste stations while they maintain the property twice per week and
51 include it in their contract, for an additional \$120 per month, including doggy trash bag
52 replacement. Asked how best to dissuade people from placing trash in the dog waste stations
53 and filling them up prematurely, Ms. Collins stated a notice can be included in the newsletter.

54 Ms. Collins is addressing the following items:

- 55 ➤ Acquiring additional bids for the purchase and installation of five dog waste stations
56 ahead of the January meeting for Board consideration.
- 57 ➤ A \$6,477.95 bid for fence repair was recently obtained and two additional bids will be
58 secured before the January meeting.
- 59 ➤ Envera is the only choice to secure the back entry gate, as they failed to run the electric
60 line to the fob box when they originally installed it.
- 61 ➤ Three bids to remove the carpet in the common area and replace it with new plank
62 flooring will be obtained.
- 63 ➤ Obtain pricing for construction of a playground area in the single-family neighborhood.
- 64 ➤ Confer with the District Engineer regarding sidewalk repairs, washouts and drainage
65 issues.
- 66 ➤ A bid to renovate the amenity center and pool in the townhome area was obtained.
67 Juniper will maintain landscaping inside the pool maintenance area, along the sidewalk and in
68 front of the amenity for an increase of \$49,800.
- 69 ➤ There will be an increase in the Juniper contract for the annuals for the CDD.
- 70 ➤ Bids for the mailbox covers will be obtained.

71 ➤ Additional signage stating “No Trespassing”, “No running in pool area” and “Beware
72 dangerous animals” signs will be researched.

73 ➤ Power-washing the sidewalks and the Clubhouse will be facilitated.

74 ➤ Installation of concrete barriers at the entrances will be facilitated.

75 ➤ Converting the pool to salt water will be researched.

76 Discussion ensued regarding Juniper’s pricing for amenity landscaping, removal of
77 bushes to improve the lines of sight, mulch, camera storage, tree trimming, fencing, a field rat
78 issue and how to resolve a confusion with the street signs for Dragonfly and Pinecone Streets.

79 The lower and higher priority items were identified and discussed. Lower priority items
80 included benches and custom iron grates in the pool area and higher priority items included the
81 key fob entry for the bathrooms, the mailbox covers, dog waste stations, speed bumps/tables,
82 saltwater pool, amenity landscaping and concrete barriers.

83

84 **FOURTH ORDER OF BUSINESS**

**NEXT MEETING DATE: January 8, 2024 at
85 1:30 PM**

86

87 ○ **QUORUM CHECK**

88 Mr. Earlywine asked if the January 8, 2024 meeting will be the Board transition meeting.
89 Mr. Adams stated it remains to be seen, as there are still a few items that need to be completed
90 before the actual transition.

91 In response to Ms. Collins’ question about the number of candidates for Board seats,
92 Mr. Adams stated there are three interested candidates.

93

94 **FIFTH ORDER OF BUSINESS**

Board Members’ Comments/Requests

95

96 Discussion ensued regarding a deficit in the single-family section and the Developer.

97

98 **SIXTH ORDER OF BUSINESS**

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

100

101 There were no public comments.

102

103 **SEVENTH ORDER OF BUSINESS**

Adjournment

104

105 There being nothing further to discuss, the workshop adjourned at 2:24 p.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

BEAUMONT
COMMUNITY DEVELOPMENT DISTRICT

STAFF
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BEAUMONT COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

7764 Penrose Place, Wildwood, Florida, 34785

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

***Exception**

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