

*Gardens at Hammock Beach
Community Development District*

Agenda

September 25, 2019

AGENDA

Gardens at Hammock Beach

Community Development District

135 W. Central Blvd., Suite 320, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

September 18, 2019

**Board of Supervisors
Gardens at Hammock Beach
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Gardens at Hammock Beach Community Development District** will be held Wednesday, September 25, 2019 at 10:00 AM at City Centre at Palm Coast Town Center, 145 City Place, Suite 300, Palm Coast, FL 32164. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the June 25, 2019 Meeting
4. Retention of District Staff
 - A. Appointment of District Counsel
 - i. Consideration of Agreement with Chiumento, Dwyer, Hertel, Grant
 - B. Consideration of Amendment to Agreement with GMS-CF, LLC for District Management Services
 - C. Request Authorization to Issue RFQ for Engineering Services
5. Designation of Regular Monthly Meeting Date, Time and Location
6. Appointment of Financing Team
 - A. Bond Counsel
 - B. Interim Engineer
 - C. Underwriter
 - D. Assessment Administrator (*included in Item 4B*)
 - E. Trustee
7. Consideration of Financing Team Funding Agreement
8. Staff Reports
 - A. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Ratification of Fiscal Year 2019 Funding Request #6
 - iii. Consideration of Fiscal Year 2019 Funding Request #7
9. Other Business
10. Supervisors Requests
11. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is the approval of the minutes of the June 25, 2019 Board of Supervisors meeting. The minutes are enclosed for your review.

The fourth order of business is retention of District staff. Section A is appointment of District Counsel. Sub section 1 is consideration of agreement with Chiumento, Dwyer, Hertel, Grant. A copy of the agreement is enclosed for your review. Section B is consideration of amendment to agreement with GMS-CF, LLC for District Management Services. A copy of the amendment is enclosed for your review. Section C is request authorization to issue RFQ for Engineering services. A copy of the notice is enclosed for your review.

The fifth order of business is designation of regular monthly meeting date, time and location. There is no back-up material.

The sixth order of business is appointment of financing team. Section A is bond counsel, a copy of the Bond Counsel Agreement with Bryant Miller Olive P.A. is enclosed for your review. Section B is interim engineer, a copy of the Agreement for Interim Engineering Services with Parker Mynchenberg & Associates is enclosed for your review. Section C is underwriter, a copy of the Investment Banking Agreement with MBS Capital Markets, LLC is enclosed for your review. Section D is assessment administrator, a copy of the agreement is enclosed for your review. Section E is trustee, a copy of the engagement letter with US Bank to serve as Trustee is enclosed for your review.

The seventh order of business is consideration of financing team funding agreement. A copy of the agreement is enclosed for your review.

The eighth order of business is staff reports. Section 1 of the District Manager's Report includes the balance sheet and income statement for your review. Section 2 is the ratification of Fiscal Year 2019 Funding Request #6, and Section 3 is consideration of Fiscal Year 2019 funding request #7. Copies of both funding requests and supporting invoices are enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,



George S. Flint
District Manager

CC: Darrin Mossing, GMS

Enclosures

MINUTES

MINUTES OF MEETING
GARDENS AT HAMMOCK BEACH
COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Gardens at Hammock Beach Community Development District was held on Tuesday, June 25, 2019 at 9:00 a.m. at City Centre at Palm Coast Town Center, 145 City Place, Suite 300, Palm Coast, Florida.

Present and constituting a quorum were:

Clint Smith	Chairman
David Lusby	Vice Chairman
William Livingston	Assistant Secretary

Also present was:

George Flint	District Manager
Ken Belshe	Palm Coast Intercoastal, LLC

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order at 9:00 a.m. A quorum was present.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: Are there any public comments?

Mr. Belshe: I think you guys are doing an awesome job.

THIRD ORDER OF BUSINESS

Approval of Minutes of the April 16, 2019 Meeting

Mr. Flint: Does the Board have any additions, deletions, or corrections to the minutes?

On MOTION by Mr. Livingston seconded by Mr. Lusby with all in favor approval of the minutes of the April 16, 2019 meeting were approved, as presented.
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FOURTH ORDER OF BUSINESS

Public Hearing

A. Consideration of Resolution 2019-04 Adopting the Fiscal Year 2020 Budget and Relating to the Annual Appropriations

Mr. Flint: Fiscal Year 2020 starts on October 1, 2019. You previously approved a Proposed Budget and set today as the date, place and time of the public hearing for its final consideration. The budget is attached to the resolution as Exhibit A and is identical to the Fiscal Year 2019 budget. It contemplates a Developer Funding Agreement as the funding source so we won't be imposing any assessments to fund the annual budget. If expenses are incurred, then the developer would be obligated to pay for those through a funding request. If they are not incurred, then the developer is not obligated. Are there any questions on the resolution or the budget?

Mr. Lusby: No.

On MOTION by Mr. Lusby seconded by Mr. Livingston with all in favor Resolution 2019-04 adopting the Fiscal Year 2020 budget and the annual appropriations, was approved.

Mr. Flint: This was a public hearing. No members of the public were present to provide comment. At this time, we will close the public hearing.

FIFTH ORDER OF BUSINESS

Consideration of Fiscal Year 2020 Funding Agreement

Mr. Flint: This is identical to the Funding Agreement that was presented in the past. The budget is an exhibit to this agreement. If there are any questions, we can discuss those. If not, I would ask for a motion.

Mr. Livingston: What are the legal advertising costs?

Mr. Flint: The meetings have to be advertised.

Mr. Livingston: I know, but everything was under budget. Advertising costs were extremely high. I was just curious about whether the advertisers are charging more or if it's a timing issue.

Mr. Flint: I would have to go back and look.

Mr. Livingston: I was just wondering why it increased.

Mr. Flint: It looks like our actual is almost twice as much as our budget. It may have been that we initially advertised an annual meeting schedule and then changed the meeting dates and had to re-advertise.

Mr. Livingston: So it's legal advertising. That's what I was getting at.

Mr. Flint: I don't know if the cost increased.

Mr. Livingston: From your experience, it's not doubled or tripled?

Mr. Flint: No, but it does vary from newspaper to newspaper. The problem is there are not a lot of options.

Mr. Livingston: It must be a general publication.

Mr. Flint: Right. It has to be published in a newspaper of general circulation and I don't know if we have a lot of options here.

Mr. Livingston: I don't think so.

Mr. Flint: Are there any questions on the Funding Agreement? If not, we need a motion to accept it.

On MOTION by Mr. Livingston seconded by Mr. Smith with all in favor the Funding Agreement between the District and Palm Coast Intracostal LLC. for Fiscal Year 2020, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Proposal with VGlobalTech Regarding ADA Website Compliance

Mr. Flint: If you are on any other Boards, you are probably aware of this issue, but within the last 12 to 18 months, there was a plaintiff and an attorney that filed lawsuits against 18 CDDs primarily in the South Florida area, claiming that their websites were not ADA compliant. It's not just for Special Districts, but cities, counties and even private entities.

Mr. Lusby: I think Volusia County got sued.

Mr. Flint: Yes. A number of cities and counties were also sued. There's a famous case with Winn Dixie as well. So, it not only applies to Government entities, but private entities as well. The primary insurer for CDDs in Florida is called the Florida Insurance Alliance. They insure over 300 to 400 of the 600 CDDs, including the 18 in the initial lawsuit. They ended up negotiating a settlement on those. I think each District paid \$2,500 to settle it.

Mr. Lusby: 18 of 400 CDDs?

Mr. Flint: Yes. As part of that settlement, there was a requirement that all 18 Districts be compliant within 24 months or something like that, but that does not preclude anyone else from filing a lawsuit. They are not protected under the settlement. Since then, there have been other lawsuits. Now some attorneys and plaintiffs are just sending demand letters with Settlement Agreements attached. They are not even filing motions. So, it's not just the Florida Insurance Alliance or these 18 that were not compliant. I would venture to say that not one of the 600 were ADA compliant as well as many cities, counties, school boards, etc. It was not something that was on anyone's radar.

Mr. Livingston: What do you have to do to be compliant?

Mr. Flint: The website has to be re-written in a certain format and language that can interface with people with disabilities.

Mr. Livingston: Like a blind person.

Mr. Flint: Yes. If you had an audio, it would have to be compliant for people that were deaf. So, we have the statutes that say you must have a website and they actually specify what you need to have on there, which is a pretty long list. Then you have the ADA saying, "You have to take these other steps to make it compliant." The State's requirement is driving up the cost of the ADA compliance. We manage 150 or so Districts, so we met with three or four companies that provide these services. VGlobalTech was by far the most cost effective and we entered into a volume agreement with them. They have a tiered structure based on the complexity of the website. In this case, the website is very basic. It's what we call a compliance website where can find any of the documents that you are statutorily required to have, but not a flashy marketing piece. So that's the least expensive tier as far as VGlobalTech, but it's still \$2,375. The downside of not doing it is we are susceptible to a lawsuit and having our insurance cancelled.

Mr. Livingston: You were going to ask Ken if he would spring for the \$2,300.

Mr. Flint: Maybe you can approve it subject to me getting with the developer and discussing whether they want to fund it or not. There are probably some other factors that will go into that decision.

Mr. Livingston: There was annual maintenance of around \$1,500.

Mr. Flint: I suggest you approve the initial set up. Right now, you are not even carrying insurance so that could be an issue if you are sued.

Mr. Livingston: What happens then? We don't have any assets.

Mr. Flint: I think the developer would be responsible for the legal fees to defend the District or we would end up dissolving the District.

Mr. Livingston: We could bankrupt the District. Is the issue with the website?

Mr. Flint: Yes. The issue is ADA compliance with the District's website. The statutes require the District to have a website. There have been recent lawsuits that claimed the websites were not in compliance with ADA requirements.

Mr. Livingston: How does a website become compliant with the ADA requirements?

Mr. Flint: There's special language that it has to be included that allows it to interface with third-party software readers where people can move a mouse over something and it actually reads out what it says. All PDF documents must be converted to a different format so they can also interface.

Mr. Livingston: What do they do for deaf people? Is someone signing?

Mr. Flint: For example, if you have a video clip with audio on your website, you either have to have close captioned or someone signing in the corner. That's why on a lot of the websites, we don't include any of that. We are only including what is required by the Florida Statutes to be on there. To give the District flexibility, one thing you could do is approve the first year of this agreement, subject to the developer agreeing to fund the cost of it. If the developer is not interested, then we won't execute the agreement. That way, we won't have to wait for another meeting.

Mr. Livingston: That's a good idea.

Mr. Lusby: Does it cost \$2,375?

Mr. Livingston: Yes.

Mr. Flint: Going forward, we are evaluating the best approach to keep the websites maintained as ADA compliant. So, we are not recommending at this point that the Districts approve that next year. Let's deal with the first year. Maybe the President will come down on the Department of Justice or they change the ADA requirements. Something could happen, but we don't recommend approving anything beyond that first year.

On MOTION by Mr. Livingston seconded by Mr. Lusby with all in favor the VGlobalTech Proposal for ADA website compliance Services in the amount of \$2,375 subject to the developer agreeing to fund the costs, was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. District Manager's Report

i. Balance Sheet and Income Statement

Mr. Flint: We have the unaudited Financial Statements through May 31, 2019. If there are any questions, we can discuss those. You are not required to take any action.

Mr. Smith: How much do we owe?

Mr. Flint: \$1,050. It was just submitted on June 17th.

Mr. Livingston: They are slow.

Mr. Flint: It's actually not a problem. He has been very timely on his funding.

ii. Ratification of Fiscal Year 2019 Funding Request #4

iii. Consideration of Fiscal Year 2019 Funding Request #5

Mr. Flint: Funding Requests #4 and #5 were included in your agenda package. Funding Request #4 is for advertising and Fedex and Funding Request #5 is for management fees.

On MOTION by Mr. Lusby seconded by Mr. Livingston with all in favor Funding Request #4 was ratified and Funding Request #5 was approved.

iv. Approval of Fiscal Year 2020 Meeting Schedule

Mr. Flint: In the past, the Board advertised an annual notice indicating that you are meeting on an as needed basis. When you meet, we will comply with any advertising requirements. If you want to continue to do that, then a motion to approve the notice that was in your agenda package would be in order.

On MOTION by Mr. Smith seconded by Mr. Livingston with all in favor the Fiscal Year 2020 meeting schedule to meet on an as needed basis, was approved.

v. Designation of Public Records Location - ADDED

Mr. Flint: We added an additional item to designate a public records location. The statutes require that you keep a record of proceedings of the District in the County the District is

located in. Previously it was housed at Hammock Beach. It's just a couple of three ring binders containing the agendas, minutes of the meeting and any resolutions. They need to be in the county. If anyone asks to inspect them, they would have to be provided access, but we have everything electronically. In the last 14 or 15 years, I have not had one person say that they wanted to inspect the record of proceedings.

Mr. Belshe: I'm happy to have them here.

Mr. Flint: The most logical solution would be to house them here to meet that requirement. So, if you are okay with that, then I recommend the Board designate this location, City Centre at Palm Coast Town Center, 145 City Place, Suite 300, Palm Coast, Florida as the local records office.

On MOTION by Mr. Lusby seconded by Mr. Livingston with all in favor designating City Centre at Palm Coast Town Center, 145 City Place, Suite 300, Palm Coast, Florida as the public records location, was approved.

vi. Presentation of Number of Registered Voters – 0

Mr. Flint: We are required each year to announce the number of registered voters within the District as of April 15th each year. You can see there are zero registered voters.

vii. Statement of Financial Disclosure Filing Reminder

Mr. Flint: On or around June 1st, you should've received a Form 1, Financial Disclosure from the Supervisor of Elections. It looks like Clint was the only one that didn't file. Its due by July 1, but they give you a grace period.

Mr. Clint: I filled it out, but the state sent it back because I didn't answer every question. You have to put "N/A" for questions that didn't pertain to me, but they did report to the state that I filed it.

Mr. Flint: They can fine you \$25 a day up to \$1,500 if you don't file it.

Mr. Smith: I thought we did it one time and that was it.

Mr. Flint: No. They send you a renewal every year.

Mr. Lusby: I didn't know that if we filed one, we could list multiple ones. I always filed separate ones for Palm Coast Park, Town Center and even this one.

Mr. Flint: I just say, "See attached" and never had any problems.

EIGHTH ORDER OF BUSINESS

Other Business

Mr. Flint: That's all we had. Was there any other business that the Board wanted to discuss that was not on the agenda? Hearing none,

NINTH ORDER OF BUSINESS

Supervisor's Request

Mr. Flint: If there's nothing else that we need to discuss, we need a motion to adjourn the meeting.

TENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Livingston seconded by Mr. Lusby with all in favor the meeting was adjourned.
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Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION IV

SECTION A

SECTION 1

Chiumento & Associates, PLLC
Michael D. Chiumento
Michael D. Chiumento III
Ronald A. Hertel
Andrew C. Grant
Vincent T. Lyon
Vincent L. Sullivan
Diane A. Vidal
Art Zimmet

Marc E. Dwyer, P.A.
Marc E. Dwyer

Of Counsel
Lewis A. Berns



**CHIUMENTO
DWYER HERTEL GRANT, P.L.**
ATTORNEYS AT LAW

Reply to:
145 City Place, Suite 301
Palm Coast, FL 32164
Tel. (386) 445-8900
Fax: (386) 445-6702

By Appointment Only:
57 W. Granada Blvd.
Ormond Beach, FL 32174

*Michael D. Chiumento III
Managing Partner
Michael3@legalteamforlife.com*

MEMORANDUM

TO: GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT (CDD)

FROM: MICHAEL D. CHIUMENTO, III

RE: GENERAL REPRESENTATION

DATE: SEPTEMBER 11, 2019

Chiumento Dwyer Hertel Grant, P.L.(the "Firm") and I are very pleased to represent you with regard to the above referenced matter (collectively the "Services").

It is our firm's policy to confirm in writing the scope and terms of our engagement. Our clients have encouraged this practice, and we have found it to be useful. Please review this letter and call me should you have any questions. We are, of course, happy to consider assisting you on any other matters that may subsequently arise (the "Additional Services").

Our professional fees for the Services as well as any Additional Services, will be based upon the hours expended by the attorneys and paralegals involved and billed at our applicable billing rates described below.

- Michael D. Chiumento \$350.00
- Michael D. Chiumento III \$350.00
- Ronald A. Hertel \$325.00
- Diane A. Vidal \$275.00
- Vincent L. Sullivan \$250.00
- Kelly DeVore \$140.00
- Caroline McNeil \$125.00
- Karolyn Sheekey \$90.00

I will be the primary attorney in charge of your representation. At our discretion, we will also use the services of other lawyers and legal assistants, when feasible, in order to reduce the costs of legal services rendered to you or when I believe others are better suited to provide the Services or the Additional Services. Of course, all rates are subject to increase or change from time to time.

It is the policy of Chiumento Dwyer Hertel Grant, P.L. to request a retainer. The Firm will bill this matter on an hourly basis as work is performed on this file. The Firm requests that a retainer in the amount of \$0.00 be deposited (the "Retainer") prior to the commencement of work and will be returned to you at the completion of the work and satisfaction of any outstanding invoices.

In addition to the hourly fees, you will be billed for all costs, expenses and charges in connection with this engagement, including the necessary charges relating to photocopy charges, facsimile charges, long distance telephone and teleconference charges, mail and other delivery expenses, computerized research charges, travel and transit expenses (to the extent borne by us) and all other out-of-pocket costs, expenses and charges (the "Costs"). The Firm will use the retainer to pay for any costs associated with this file. We will provide detailed statements of all such costs, expenses and charges and at the conclusion of your case any balance of the cost deposit will be returned to the Client.

During this engagement, we may submit to you, on a monthly basis, statements reflecting any costs (the "Billing Statement"). These statements may show a summary description of disbursements, costs and expenses advanced, incurred, or charged during such month. Billing Statements must be paid within thirty (30) days of receipt. You hereby authorize the Firm to deduct any outstanding Billing Statements from the Retainer amount held by the Firm. Prior to the Retainer being depleted in its entirety, the Firm will require that the Retainer be replenished in order to continue the terms of our engagement. You hereby authorize us to immediately suspend or terminate our services if any statement is not so paid by the dates specified in this paragraph, or if you elect to terminate using our Firm on this matter.

Regarding the ethics of our profession that will govern our representation, several points deserve emphasis. As a matter of professional responsibility, we are required to preserve the confidentiality of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation.

Of course, every client has the right to terminate our representation at any time for any reason. We have the same right upon giving the client reasonable notice so that suitable arrangements can be made by the client to obtain alternative representation, in accordance with the Rules of Professional Responsibility governing the Florida Bar.

In the event any dispute should arise between the Firm and Client, the parties agree to submit to arbitration of their controversy. The parties authorize a duly appointed arbitration panel of the

Florida Bar Circuit Arbitration Committee to act as arbitrator(s) and to proceed to hear this matter pursuant to the Supreme Court rule regulating the Florida Bar – Chapter 4, (Fee Arbitration Rule). Please realize that by accepting this Arbitration provision the Client waives its right to a jury trial and that the prevailing party shall be awarded attorney's fees and costs associated with this Agreement.

This Agreement is being sent to you in duplicate. Please execute, return one copy to our firm, and keep one copy for yourself.

Sincerely,

CHIUMENTO DWYER HERTEL GRANT, P.L.



Michael D. Chiumento, III
Attorney

ACCEPTANCE

The undersigned hereby agrees to retain and engage Chiumento Dwyer Hertel Grant & Kistemaker, P.L. as counsel on the terms and subject to the conditions set forth in this letter.

DATED: Effective as of September _____, 2019.

GARDENS AT HAMMOCK BEACH
COMMUNITY DEVELOPMENT
DISTRICT

By: _____

SECTION B

Contract Amendment #2

**Agreement between
Governmental Management Services - Central Florida, LLC
and
Gardens at Hammock Beach Community Development District**

**REVISED
EXHIBIT A
FEE SCHEDULE
SEPTEMBER, 2019**

District Management, Financial and Accounting & Administrative Services	\$35,000 (billed in monthly installments)
Maintenance Contract Administration	Negotiated
Annual Assessment Administration Fee (Beginning with the first assessment to individual unit owners, direct assessment or utilizing the tax collector)	\$5,000
Pre-paid Assessment Collection Fee	\$50 (per lot/unit)
Bond Issuance Cost	\$15,000 (per bond issue)
Annual Construction Accounting Fee (During Construction Period)	\$3,500 (per bond issue)
SERC Preparation & Assistance w/ Petition	\$2,500
Assessment Methodology Preparation	\$15,000

Governmental Management Services-
Central Florida LLC

Its: _____

Date

Gardens at Hammock Beach
Community Development District

Its: _____

Date

9/18/2019

SECTION C

REQUEST FOR QUALIFICATIONS ("RFQ") FOR ENGINEERING SERVICES FOR THE GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT

The Gardens at Hammock Beach Community Development District ("**District**"), located in Flagler County, Florida, announces that professional engineering services will be required on a continuing basis for the District. The engineering firm selected will act in the general capacity of District Engineer and, if so authorized, may provide general engineering services as well as engineering services on an ongoing basis and for the design and construction administration associated with the District's capital improvement plan. The District may select one or more engineering firms to provide engineering services on an ongoing basis.

Any firm or individual ("**Applicant**") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("**Qualification Statement**") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Flagler County; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, *Florida Statutes* ("**CCNA**"). All Applicants must submit one (1) original copy and one (1) electronic copy of Standard Form No. 330 and Qualification Statement by **12:00 p.m. on _____, 2019** and to the attention of Governmental Management Services - Central Florida, LLC, c/o George Flint, 135 West Central Boulevard, Suite 320, Orlando, Florida 32801; Ph: (407) 841-5524 ("**District Manager's Office**").

The Board of Supervisors shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager's Office, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third

highest ranked Applicant. The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager's Office, must be filed in writing with the District Manager's Office, within seventy-two (72) hours after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

Any and all questions relative to this RFQ shall be directed in writing by e-mail only to George Flint at gflint@gmscfl.com.

George S. Flint
District Manager
Governmental Management Services - Central Florida, LLC

SECTION VI

SECTION A

BOND COUNSEL AGREEMENT

This Bond Counsel Agreement is entered into this ____ day of _____, 2019, by and between **GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized and existing under the provisions of Chapter 190, Florida Statutes, as amended (the "District"), and **BRYANT MILLER OLIVE P.A.**, a Florida professional service corporation ("BMO").

W I T N E S S E T H:

WHEREAS, the District plans to issue its revenue bonds (the "Bonds") to finance or refinance the acquisition, construction and equipping of certain capital improvements benefiting landowners of the District; and

WHEREAS, the District desires to engage BMO as bond counsel in connection with the issuance and sale of the obligations including Bonds, on the terms and conditions hereinafter set forth; and

WHEREAS, BMO desires to accept engagement as bond counsel for the District in connection with the issuance and sale of the Bonds, on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises, which shall be deemed an integral part of this Agreement, and of the covenants and agreements herein contained, the District and BMO, both intending to be legally bound hereby, agree as follows:

1. BOND COUNSEL

1.1. Duties of Bond Counsel. BMO shall serve as bond counsel to the District in connection with the issuance of the Bonds. It is anticipated that such Bonds will be sold through a negotiated sale or private placement. The duties of BMO as bond counsel shall include the following:

1.1.1. Prepare or review all indentures (including a Master Indenture and Supplemental Indenture) with respect to the Bonds, and other documents relating to the Bonds, said duty to be performed in cooperation with the financial advisors and/or underwriters/placement agents engaged by the District.

1.1.2. Review all disclosure documents, including official statements, prepared or authorized by the District insofar as such documents contain descriptions of the Bonds and summaries of contracts or other documents relevant to the Bonds; provided, however, that BMO shall have no responsibility for the disclosure documents insofar as such documents describe the financial circumstances of the offering or any other statistical projects or data, and provided further, that BMO shall have no responsibility to the purchasers of the Bonds for state or federal securities law compliance in

connection with the offering of the Bonds.

1.1.3. Prepare all closing documents, and attend and be responsible for the closing, as well as attending drafting and informational meetings regarding the Bonds.

1.1.4. Render opinions in written form at the time the Bonds are to be authenticated and delivered, which opinions shall cover the legality of the Bonds and the exemption of the interest to be paid with respect to the Bonds from federal income taxation.

1.2 *Duties of Bond Counsel under this engagement are limited to those expressly set forth above. Among other things, Bond Counsel's duties do not include:*

1.2.1 Assisting in the preparation or review of an official statement or any other disclosure document with respect to the public offering of tax exempt debt obligations, or performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

1.2.2 Preparing blue sky or investment surveys with respect to the debt instrument.

1.2.3 Drafting state constitutional or legislative amendments.

1.2.4 Pursuing test cases or other litigation (such as validation proceedings).

1.2.5 Making an investigation or expressing any view as to the creditworthiness of the District, any credit enhancement provider, liquidity provider or the debt instrument.

1.2.6 Assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to any publicly offered debt or, after Closing, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

1.2.7 Representing the District in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.

1.2.8 After Closing, providing continuing advice to the District or any other party concerning any actions necessary to assure that interest paid on any tax exempt debt instrument will continue to be excludable from gross income for federal income tax purposes (e.g., this engagement does not include rebate calculations for any tax exempt debt).

1.2.9 Providing any advice or opinions on bankruptcy matters.

1.2.10 Providing advice or opinions on interest rate swap agreements.

1.2.11 Addressing any other matter not specifically set forth above that is not required to render BMO's legal opinions.

1.3. Fees and Expenses for Services Rendered as Bond Counsel. Based upon (i) our understanding of the terms, structure, size and schedule of the financing represented by each Series of Bonds; (ii) the duties we will undertake pursuant to this agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith, we will submit a fee for your approval prior to the issuance of each series of Bonds. Our fee may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amount originally anticipated; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee, we will advise you and request your prior approval.

The District shall pay to BMO, as a fee for services rendered pursuant to this Section 1, the following sums:

- (a) for services rendered in connection with the issuance of bonds through a public offering of the bonds, an amount of \$47,500 for each such issue; and
- (b) for services rendered in connection with the issuance of bonds through a private placement with a single financial institution, an amount of \$30,000 for each such issue.

The fees shall be paid by the District to BMO from the proceeds derived by the District from the sale of the Bonds and, if the Bonds are not sold, then no fees shall be paid by the District for services rendered pursuant to this Section 1.

The foregoing fees shall not include out-of-pocket expenses incurred by BMO in connection with services rendered hereunder, which shall be payable in addition to said fee in an amount not to exceed \$2,000 per issue

1.4 Limitations on Engagement: Unless otherwise expressly stated herein, it is understood and agreed that the District is not relying upon Bond Counsel for investment or accounting advice or decisions, or to investigate the character or credit of any persons with whom you are or may be dealing in connection with this matter.

1.5 Waiver of Future Conflicts: It is a condition of BMO's acceptance of this engagement that the District understand and agree that BMO may continue to represent, or may undertake in the future to represent, any existing or future client(s) in any matter which is not substantially related to the particular matter that BMO is handling for the District in this engagement.

1.6 Applicability to Future Engagements: Unless a different engagement letter is executed in the future, the terms of this engagement letter will also be applicable to and govern our professional relationship on all subsequent matters on or in which we may become involved or engaged on the District's behalf.

2. TERMINATION. This Agreement may be terminated by the District, or by BMO, with or without cause, upon fifteen (15) days prior written notice to the other. If the District terminates BMO for reasonable cause related to the District's dissatisfaction with the quality of the services rendered by BMO (such as, for example, BMO's failure to meet reasonable deadlines imposed by the District, BMO's neglect of its duties hereunder, or BMO's improper performance of its duties hereunder), then no compensation shall be paid to BMO for any services theretofore rendered pursuant to Section 1 of this Agreement. If the District terminates BMO for any other reason, but nevertheless sells the Bonds, then compensation to be paid by the District shall be an amount equal to the number of hours devoted by BMO to its services as bond counsel pursuant to Section 1 above through the termination date multiplied by \$350.00.

3. CONSTRUCTION. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida.

4. CONFLICTS. The rules regulating The Florida Bar provide that common representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them. BMO is disclosing to the District that it has, and may in the future, serve as bond or disclosure counsel to other local governments or otherwise act as underwriter's counsel or trustee's counsel on public finance matters in Florida. From time to time, BMO may represent the firms which may underwrite the District's bonds, notes or other obligations (including MBS Capital Markets, LLC and other financial institutions hired by the District) on financings for other governmental entities in Florida on unrelated matters. In either case, such representations are standard and customary within the industry and BMO can effectively represent the District and the discharge of BMO's professional responsibilities to the District will not be prejudiced as a result, either because such engagements will be sufficiently different or because the potential for such prejudice is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter, and the District expressly consents to such other representations consistent with the circumstances herein described. The District acknowledges and agrees that BMO's role as bond counsel, disclosure counsel, or counsel to any local governmental entity or financial institution or in conjunction with public finance transactions is not likely to create or cause any actual conflict, and service as disclosure, bond, or counsel to other clients of BMO will not per se be construed as a conflict or be objectionable to the District.

Please understand that while we cannot, and do not, guarantee the outcome or success of this or any other engagement or professional undertaking, we will earnestly strive to represent and serve the District's interests in this engagement effectively, efficiently and

responsively while endeavoring to accomplish its objectives in this engagement.

IN WITNESS WHEREOF, the District and BMO have executed this Agreement as of the
____ day of _____, 2019.

**GARDENS AT HAMMOCK BEACH
COMMUNITY DEVELOPMENT DISTRICT**

By: _____

Name: _____

Its: Chairman, Board of Supervisors

BRYANT MILLER OLIVE P.A.

By: _____

Name: Kenneth Artin, Shareholder

SECTION B

**AGREEMENT BETWEEN THE GARDENS AT HAMMOCK BEACH COMMUNITY
DEVELOPMENT DISTRICT AND PARKER MYNCHENBERG AND ASSOCIATES
FOR INTERIM PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT made and entered into this ____ day of _____, 2019, by and between:

Gardens at Hammock Beach Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Flagler County, Florida (“District”); and

Parker Mynchenberg and Associates, a Florida corporation with a mailing address of 1729 Ridgewood Ave, Holly Hill, FL 32117 (“Engineer”).

WHEREAS, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (“Uniform Act”), by ordinance of Flagler County, Florida; and

WHEREAS, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

WHEREAS, the District intends to employ Engineer on an interim basis to perform engineering, surveying, planning, landscaping, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization; and

WHEREAS, the Engineer shall serve as District’s professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of his services.

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

Article 1. Scope of Services

A. The Engineer will provide general engineering services, including:

1. Preparation of any necessary reports and attendance at meetings of the District’s Board of Supervisors.
2. Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks.
3. Any other items requested by the Board of Supervisors.

Article 2. Method of Authorization. Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be at the sole option of the District.

Article 3. Compensation. It is understood and agreed that the services rendered by Engineer under this contract shall not exceed \$25,000. It is further understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods will be utilized:

A. Lump Sum Amount - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.

B. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates outlined in **Schedule "A."**

Article 4. Reimbursable Expenses. Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

A. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.

B. Expense of reproduction, postage and handling of drawings and specifications.

Article 5. Term of Contract. It is understood and agreed that this contract is for interim engineering services. It is further understood and agreed that the term of this contract will be from the time of execution of this contract by the parties until such time as the District notifies Engineer that it has entered into a subsequent agreement for engineering services.

Article 6. Special Consultants. When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

Article 7. Books and Records. Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

Article 8. Ownership of Documents.

A. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the "Work Product") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.

B. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the Project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

Article 9. Accounting Records. Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

Article 10. Reuse of Documents. All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer.

Article 11. Estimate of Cost. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's(s') methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

Article 12. Insurance. Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$500,000/\$1,000,000
Property Damage (including Contractual)	\$500,000/\$1,000,000
Automobile Liability	
Bodily Injury	\$500,000/\$1,000,000
Property Damage	\$100,000
Professional Liability for Errors and Omissions	\$1,000,000

Engineer shall provide District with a certificate evidencing compliance with the above terms and naming the District and its supervisors, employees, agents and staff as additional insureds. Engineer shall provide the District with thirty (30) days notice of cancellation. At no time shall Engineer be without insurance in the above amounts.

Article 13. Contingent Fee. The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

Article 14. Audit. The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this

Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

Article 15. Indemnification. The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the District harmless of and from any and all liabilities, claims, causes of action, demands, suits, or losses arising from the negligent acts, errors or omissions of the Engineer, Engineer's agents or employees, in the performance of professional services under this Agreement. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*.

The District agrees, to the extent permitted by Section 768.28, *Florida Statutes*, and other applicable law, to indemnify and hold the Engineer harmless from any damage, liability or cost to the extent caused by the District's own negligent acts, errors or omissions and those of the District's agents or employees arising from the obligations and duties of the District under this Agreement.

Article 16. Public Records. The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer 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 Engineer 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 Engineer or keep and maintain public records required by the District to perform the service. If the Engineer transfers all public records to the District upon completion of this Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer 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 ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, GEORGE FLINT, DISTRICT MANAGER, 135 WEST CENTRAL BLVD, SUITE 320 ORLANDO, FLORIDA, GFLINT@GMSCFL.COM, (407) 841-5524.

Article 17. Employment Verification. The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

Article 18. Controlling Law. Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida.

Article 19. Assignment. Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to Article 5 herein.

Article 20. Termination. The District and the Engineer may terminate this Agreement without cause upon notice. At such time as Engineer receives notification by the District to terminate the contract, Engineer shall not perform any further services unless directed to do so by the Board of Supervisors. In the event of any termination, Engineer will be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

Article 21. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

Article 22. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.

**GARDENS AT HAMMOCK BEACH
COMMUNITY DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

PARKER MYNCHENBERG AND ASSOC.

Witness

By: _____

SCHEDULE "A"

HOURLY RATE SCHEDULE

Principal Engineer	\$200.00/hour
Senior Project Engineer	\$175.00/hour
Landscape Architect	\$175.00/hour
Project Engineer.....	\$110.00/hour
Senior CAD Technician.....	\$110.00/hour
CAD Technician	\$ 90.00/hour
Administrative	\$ 45.00/hour

STANDARD RATE FOR MISCELLANEOUS EXPENSES

PRINTS

24"x36"	\$1.50/ea.
30"x42"	\$2.25/ea.
36"x48"	\$3.00/ea.
42"x60"	\$4.50/ea.

REPRODUCIBLES

Mylar.....	\$12.00/ea.
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COPIES

8.5"x11"	\$0.18/ea.
8.5"x14"	\$0.25/ea.
11"x17"	\$0.30/ea.
Color	\$0.99/ea.

OTHER

Mileage	\$0.565/mile
Postage	Current Rate
Phone Calls	As Billed

_____, 2019

Gardens at Hammock Beach Community Development District
Flagler County, Florida

Subject: **Work Authorization Number 1**
 Gardens at Hammock Beach Community Development District

Dear Chairman, Board of Supervisors:

Parker Mynchenberg and Associates, is pleased to submit this work authorization to provide interim engineering services for the Gardens at Hammock Beach Community Development District. We will provide these services pursuant to our current agreement dated _____, 2019 (“Engineering Agreement”) as follows:

I. Scope of Work

Gardens at Hammock Beach Community Development District will engage the services of Parker Mynchenberg and Associates, as Interim Engineer to perform those services as necessary for the preparation of a District Improvement Plan and attendance at meetings and bond validation proceedings regarding the District’s issuance of bonds.

II. Fees

Gardens at Hammock Beach Community Development District will compensate Parker Mynchenberg and Associates, pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Parker Mynchenberg and Associates, all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the Gardens at Hammock Beach Community Development District and Parker Mynchenberg and Associates with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for considering Parker Mynchenberg and Associates We look forward to helping you create a quality project.

APPROVED AND ACCEPTED

Sincerely,

By: _____

Authorized Representative of

Gardens at Hammock Beach Community Date: _____
Development District

SECTION C



MBS CAPITAL MARKETS, LLC

AGREEMENT FOR UNDERWRITING SERVICES GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT

September 25, 2019

Board of Supervisors
Gardens at Hammock Beach Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this agreement (the "Agreement") with the Gardens at Hammock Beach Community Development District (the "District") which, upon your acceptance of this offer, will be binding upon the District and the Underwriter. The District is proposing to issue one or more series of bonds (the "Bonds") to acquire and/or construct certain public infrastructure improvements including its Series 2020 Bonds to acquire and/or construct the initial phase of public infrastructure for the District that may include, without limitation, roads, water, sewer and storm water management improvements. This Agreement will cover the engagement for the Series 2020 Bonds and will be supplemented for future bond issuances. The Underwriter intends to serve as the Underwriter, not as municipal advisor, in connection with the issuance of the Bonds.

1. Scope of Services: The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.

- Advice regarding the structure, timing, terms, and other similar matters concerning the particular of municipal securities described above.
- Preparation of rating strategies and presentations related to the issue being underwritten.
- Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
- Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
- Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
- Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.

Member: FINRA/SIPC

4890 WEST KENNEDY BLVD. SUITE 940
TAMPA, FLORIDA 33609
PHONE: 813.281.2700

152 LINCOLN AVENUE
WINTER PARK, FLORIDA 32789
PHONE: 407.622.0130

1005 BRADFORD WAY
KINGSTON, TENNESSEE 37763
PHONE: 865.717.0303



MBS CAPITAL MARKETS, LLC

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- Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
 - Preparation of post-sale reports for the issue, if any.
 - Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.
2. **Fees:** The Underwriter will be responsible for its own out-of-pocket expenses other than the fees and disbursements of underwriter's or disclosure counsel which fees shall be paid from the proceeds of the Bonds. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be 2% of the par amount of Bonds issued.
 3. **Termination:** Both the District and the Underwriter will have the right to terminate this Agreement without cause upon 90 days written notice to the non-terminating party.
 4. **Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel will deliver to the District a purchase or placement contract (the "Purchase Contract") detailing the terms of the Bonds.
 5. **Notice of Meetings:** The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.
 6. **Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17.** The Municipal Securities Rulemaking Board's Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as "Exhibit A." By execution of this Agreement, you are acknowledging receipt of the same.



MBS CAPITAL MARKETS, LLC

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This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

By execution of this Agreement, you are acknowledging receipt of the MSRB Rule G-17 required disclosures attached hereto as Exhibit A.

Sincerely,
MBS Capital Markets, LLC

Brett Sealy
Managing Partner

Approved and Accepted By: _____

Title: _____

Date: _____



MBS CAPITAL MARKETS, LLC

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EXHIBIT A

Disclosures Concerning the Underwriter's Role

- (i) Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors;
- (ii) The Underwriter's primary role is to purchase securities with a view to distribution in an arm's-length commercial transaction with the District and it has financial and other interests that differ from those of the District;
- (iii) Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the District under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the District without regard to its own financial or other interests;
- (iv) The Underwriter has a duty to purchase securities from the District at a fair and reasonable price, but must balance that duty with its duty to sell municipal securities to investors at prices that are fair and reasonable; and
- (v) The Underwriter will review the official statement for the District's securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

Disclosure Concerning the Underwriter's Compensation

Underwriter's compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest, because it may cause the Underwriter to recommend a transaction that it is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than

the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.



MBS CAPITAL MARKETS, LLC

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Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

SECTION E



September 6, 2019

Governmental Management Services, LLC
Attn: George Flint
135 West Central Blvd, Suite 320
Orlando, FL 32801

Re: *Engagement Letter to serve as Trustee, Paying Agent and Registrar for Gardens at Hammock Beach Community Development District*

Dear George:

On behalf of U.S. Bank National Association, I am pleased to submit our engagement letter to provide Trustee, Registrar and Paying Agent Services for the Gardens at Hammock Beach Community Development District.

U.S. Bank has made a long-term commitment to remain in the corporate trust business and to expand its services through acquisitions and establishing new offices in key areas. We have just expanded our southeast regional corporate trust office to Jacksonville, Florida, adding to its local Florida team to meet the needs of the bank's growing line of business in this area. The following are just a few of the many advantages that make U.S. Bank Global Corporate Trust Services an excellent choice for corporate trust services:

- Trust officers with extensive experience in working with all parties of the financing team.
- Local presence through our Orlando, Jacksonville, Fort Lauderdale and Miami offices to ensure responsiveness for you and the bondholders.

We are also proud to state that U.S. Bank is committed to business policies and practices that sustain the environment and does have a formal Environmental Sustainability Policy that guides and directs our business approach to sustainability. We take a broad approach to transforming our environmental commitments into actionable business practices. Environmental teams throughout the company work at the grassroots level to identify and build green opportunities into our products, services and business practices. Progress is monitored and directed by our Environmental Affairs team and the Stewardship Council. Grassroots action with senior-level accountability provides focus, and results in concrete progress toward meeting our goals. Our delivery of our online portal strategy is a great example of this policy in action reducing the paper carbon footprint through the use of imaging technology.

I look forward to working with the Gardens at Hammock Beach Community Development District and are anxious to develop a strong banking relationship. Should you have any questions, please do not hesitate to call me directly at (407) 835-3805, or via email at: stacey.johnson4@usbank.com.

Best regards,

Stacey L. Johnson
Vice President
Relationship Manager | Southeast Region

Fees and Charges – Gardens at Hammock Beach Community Development District

I. ACCEPTANCE FEE **\$1,950.00 Per Series, payable in advance**
Covers review of documents, participation in document conferences, establishing records / accounts, authentication/ delivery of bonds, receipt of funds, establishment of procedures and ticklers necessary to perform our duties and monitor the various terms and covenants in the financing documents.

II. ANNUAL ADMINISTRATION FEE **4 basis points on amount issued, payable in advance:**
Minimum \$3,750.00
Each additional Series \$2,750.00

Maintenance of records in connection with the control of the bonds outstanding; review and compliance of document provisions; receive, pay out and control the movement of funds; pay periodic interest and principal; and prepare periodic accountings and reports. Bond Registrar and Paying Agent services are included. Standard Trustee disclosure information is provided in our services.

III. LEGAL FEES **Billed at Cost – Not to Exceed \$6,000.00**

IV. TRAVEL (NOT TO EXCEED) **\$100.00**

V. INCIDENTAL EXPENSES **7.75% of annual trustee administration fee, payable in arrears**
Incidental expenses, such as, wires, postage, copies, mailings, courier expenses, etc.

VI. EXTRAORDINARY EXPENSES / OTHER SERVICES **Billed at Cost**
Occasionally we are required to provide services that require extraordinary expenses (such as publication notices, counsel, etc.), and these will be billed at cost. The quoted fee does not include services as Disclosure Agent pursuant to Securities & Exchange commission Rule 15c12- 12, as amended. U.S. Bank will discuss this service with the Obligor if applicable pursuant to the terms of the bond issues.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

SECTION VII

FINANCING TEAM FUNDING AGREEMENT

This Financing Team Funding Agreement ("Agreement") is made and entered into this 25th day of September, 2019, by and between:

GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services Central Florida, LLC, 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (the "District"), and

PALM COAST INTRACOASTAL, LLC, the primary landowner and developer in the District (hereinafter "Developer") whose mailing address is 145 City Place, Suite 300, Palm Coast, FL 32164, (the "Developer" and, together with the District, the "Parties").

RECITALS

WHEREAS, the District was established by Ordinance No. 2006-21 of the Flagler County Florida Board of County Commissioners, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including roads, surface water management systems, water and waste water systems, offsite improvements, landscaping, irrigation and other infrastructure; and

WHEREAS, the District presently expects to access the public bond market to provide for the financing of certain capital improvements, facilities, and services to benefit the lands located within the District; and

WHEREAS, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

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

SECTION 1. PROVISION OF FUNDS. The Developer agrees to make available to the District such monies as are necessary to proceed with the issuance of bonds or other indebtedness to fund the District's improvements, facilities, and services.

A. The Developer agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer, or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the work contemplated by this

Agreement, and to retain a Bond Counsel and Financial Advisor and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

B. The Parties agree that all fees, costs, or other expenses incurred by the District for the services of the District's Engineer, Counsel, Financial Advisor, or other professionals, for the work contemplated by this Agreement shall be paid solely from the funds provided by the Developer pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by the Developer pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

C. The District agrees to provide to the Developer, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by the Developer. The District agrees to provide to the Developer, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.

D. The Developer agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

E. In the event that the Developer fails to provide any such funds pursuant to this Agreement, the Parties agree the work may be halted until such time as sufficient funds are provided by the Developer to ensure payment of the costs, fees, or expenses which may be incurred in the performance of such work.

SECTION 2. TERMINATION. The Parties agree that the Developer may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District. Any such termination by the Developer is contingent upon the Developer's provision of sufficient funds to cover any and all fees, costs, or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. The Parties agree that the District may terminate this Agreement due to a failure of the Developer to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to the Developer; provided, however, that the Developer shall be provided a reasonable opportunity to cure any such failure.

SECTION 3. CAPITALIZATION. The Parties agree that all funds provided by the Developer pursuant to this Agreement may be reimbursable from proceeds of District financing for capital improvements, and that within forty-five (45) days of receipt of the proceeds by the District of bonds or notes for the District's capital projects, the District shall reimburse the Developer in full, exclusive of interest, for these advances; provided, however, that in the event Bond Counsel determines that any such monies are not properly reimbursable, such funds shall be deemed paid in lieu of taxes or assessments. In the event that District bonds are not issued within five (5) years of the date of this Agreement, all funds provided by the Developer pursuant to this Agreement shall be deemed paid in lieu of taxes or assessments.

SECTION 4. 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.

SECTION 5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 6. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement.

SECTION 7. 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 hereto.

SECTION 8. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 9. 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 overnight delivery service, to the Parties, as follows:

A. If to the District: Gardens at Hammock Beach Community
Development District
c/o Governmental Management Services
135 West Central Boulevard, Suite 320
Orlando, Florida 32801
Attn: District Manager

With a copy to:

Attn: District Counsel

B. If to the Developer: Palm Coast Intracoastal, LLC
145 City Place, Suite 300
Palm Coast, Florida 32164
Attn: Kenneth Belshe

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 the Parties may deliver Notice on behalf of the Parties. Any party or other person to whom Notices are to be sent or copied may notify the other Parties 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 Parties and addressees set forth herein.

SECTION 10. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and 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.

SECTION 11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

SECTION 12. CONTROLLING LAW; VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Polk County, Florida.

SECTION 13. EFFECTIVE DATE. The Agreement shall be effective after execution by both Parties hereto and shall remain in effect unless terminated by either of the Parties hereto.

SECTION 14. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

ATTEST:

**GARDENS AT HAMMOCK BEACH
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

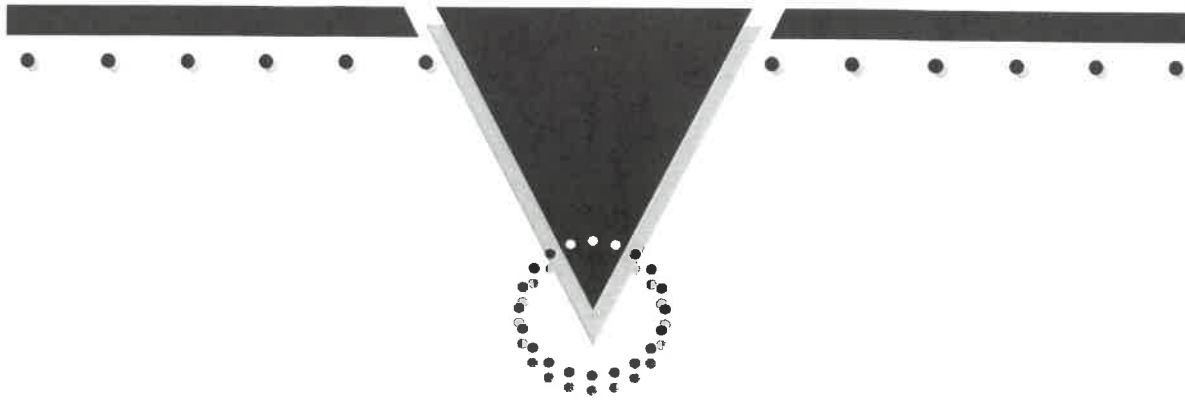
PALM COAST INTRACOASTAL, LLC

By: _____
Print Name: _____
Title: _____

SECTION VIII

SECTION A

SECTION 1



Gardens at Hammock Beach Community Development District

Unaudited Financial Reporting

August 31, 2019



Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund Income Statement</u>
3	<u>Month to Month</u>
4	<u>Developer Contributions Schedule</u>

Gardens at Hammock Beach
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
August 31, 2019

	<u>General</u>
<u>ASSETS:</u>	
CASH	\$245
DUE FROM DEVELOPER	\$4,166
TOTAL ASSETS	<u><u>\$4,411</u></u>
<u>LIABILITIES:</u>	
ACCOUNTS PAYABLE	\$1,050
<u>FUND EQUITY:</u>	
FUND BALANCES:	
UNRESTRICTED	\$3,361
TOTAL LIABILITIES & FUND EQUITY	<u><u>\$4,411</u></u>

Gardens at Hammock Beach

Community Development District

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending August 31, 2019

	BUDGET	PRORATED BUDGET THRU 8/31/19	ACTUAL THRU 8/31/19	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$16,975	\$15,560	\$6,476	(\$9,084)
TOTAL REVENUES	\$16,975	\$15,560	\$6,476	(\$9,084)
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
ANNUAL AUDIT	\$2,500	\$2,500	\$0	\$2,500
ENGINEERING	\$5,000	\$4,583	\$0	\$4,583
ATTORNEY	\$5,000	\$4,583	\$0	\$4,583
MANAGEMENT FEES	\$2,000	\$2,000	\$2,000	\$0
INFORMATION TECHNOLOGY	\$100	\$92	\$100	(\$8)
TELEPHONE	\$100	\$92	\$0	\$92
POSTAGE	\$250	\$229	\$247	(\$18)
PRINTING & BINDING	\$250	\$229	\$5	\$224
LEGAL ADVERTISING	\$500	\$458	\$1,574	(\$1,115)
OTHER CURRENT CHARGES	\$1,000	\$917	\$150	\$767
OFFICE SUPPLIES	\$100	\$92	\$0	\$92
DUES, LICENSES, & SUBSCRIPTIONS	\$175	\$175	\$175	\$0
TOTAL EXPENDITURES	\$16,975	\$15,950	\$4,251	\$11,699
EXCESS REVENUES (EXPENDITURES)	\$0		\$2,225	
FUND BALANCE - Beginning	\$0		\$1,136	
FUND BALANCE - Ending	\$0		\$3,361	

Gardens at Hammock Beach Community Development District

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
REVENUES													
DEVELOPER CONTRIBUTIONS	\$175	\$0	\$0	\$0	\$730	\$0	\$1,406	\$0	\$1,050	\$3,116	\$0	\$0	\$6,476
TOTAL REVENUES	\$175	\$0	\$0	\$0	\$730	\$0	\$1,406	\$0	\$1,050	\$3,116	\$0	\$0	\$6,476
EXPENDITURES													
AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ATTORNEY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MANAGEMENT FEE	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000	\$0	\$1,000	\$0	\$0	\$0	\$2,000
COMPUTER TIME	\$0	\$0	\$0	\$0	\$0	\$0	\$50	\$0	\$50	\$0	\$0	\$0	\$100
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$124	\$0	\$123	\$0	\$0	\$0	\$247
PRINTING & BINDING	\$0	\$0	\$0	\$0	\$0	\$0	\$5	\$0	\$0	\$0	\$0	\$0	\$5
LEGAL ADVERTISING	\$0	\$730	\$0	\$0	\$0	\$0	\$226	\$0	\$618	\$0	\$0	\$0	\$1,574
OTHER CURRENT CHARGES	\$28	\$3	\$15	\$15	\$15	\$15	\$15	\$15	\$0	\$15	\$15	\$0	\$150
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUES, LICENSES, & SUBSCRIPTIONS	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
TOTAL EXPENDITURES	\$203	\$732	\$15	\$15	\$15	\$15	\$1,421	\$15	\$1,791	\$15	\$15	\$0	\$4,251
EXCESS REVENUES (EXPENDITURES)	(\$28)	(\$732)	(\$15)	(\$15)	(\$15)	(\$15)	(\$15)	(\$15)	(\$741)	\$3,101	(\$15)	\$0	\$2,225

**Gardens at Hammock Beach Community Development District
Developer Contributions/Due from Developer**

Funding Request #	Date Prepared	Date Payment Received	Check Amount	Total Funding Request	General Fund Portion (17)	General Fund Portion (18)	General Fund Portion (19)	Over and (short) Balance Due
5	10/18/17	2/12/18	\$ 1,110.99	\$ 1,110.99	\$ 410.99	\$ 700.00	\$ -	\$ -
1	6/25/18	7/9/18	\$ 1,309.32	\$ 1,309.32	-	\$ 1,309.32	\$ -	\$ -
2	9/11/18	10/3/18	\$ 1,699.14	\$ 1,699.14	-	\$ 1,699.14	\$ -	\$ -
1	10/11/18	11/19/18	\$ 714.87	\$ 714.87	-	\$ 539.87	\$ 175.00	\$ -
2	2/26/19	3/13/19	\$ 729.66	\$ 729.66	-	-	\$ 729.66	\$ -
3	4/9/19	5/6/19	\$ 1,055.40	\$ 1,055.40	-	-	\$ 1,055.40	\$ -
4	4/25/19	5/6/19	\$ 350.17	\$ 350.17	-	-	\$ 350.17	\$ -
5	6/17/19	9/16/19	\$ 1,050.00	\$ 1,050.00	-	-	\$ 1,050.00	\$ -
6	8/22/19	9/16/19	\$ 3,116.00	\$ 3,116.00	-	-	\$ 3,116.00	\$ -
7	9/16/19		\$ -	\$ 1,050.00	-	-	\$ 1,050.00	\$ 1,050.00
Due from Developer			\$ 11,135.55	\$ 12,185.55	\$ 410.99	\$ 4,248.33	\$ 7,526.23	\$ 1,050.00

Total Developer Contributions FY19

\$ 7,526.23

SECTION 2

Gardens At Hammock Beach

Community Development District

Funding Request FY19 - #6
August 22, 2019

Payee		General Fund FY2019
1	Fedex Inv# 6-593-64233 - Delivery - June 2019	\$ 123.27
2	Daytona News-Journal Inv# I02331103-06072019 - Notice of Budget Hearing Meeting - June 2019	\$ 617.73
3	VGlobalTech ADA Website Compliance Agreement - June 2019	\$ 2,375.00
		\$ 3,116.00

Total: \$ 3,116.00

Please make check payable to:

Gardens at Hammock Beach CDD

1408 Hamlin Avenue

Unit E

St.Cloud, FL 34771



Invoice Number	Invoice Date		Page
6-593-64233	Jun 25, 2019		1 of 3

Billing Address:

GARDENS HAMMOCK BEACH CDD
135 W CENTRAL BLVD STE 320
ORLANDO FL 32801-2435

Shipping Address:

GARDENS HAMMOCK BEACH
13574 VILLAGE PARK DR STE 265
ORLANDO FL 32837-7696

Invoice Questions?**Contact FedEx Revenue Services**

Phone: 800.622.1147

M-F 7 AM to 8 PM CST

Sa 7 AM to 6 PM CST

Internet: fedex.com

Invoice Summary**FedEx Express Services**

Total Charges	USD	\$123.27
TOTAL THIS INVOICE	USD	\$123.27

Other discounts may apply.

#2
310.513.42RECEIVED
JUN 28 2019

BY: _____

Detailed descriptions of surcharges can be located at fedex.com

To ensure proper credit, please return
this portion with your payment to FedEx.
Please do not staple or fold.
Please make check payable to FedEx.

Invoice Number	Invoice Amount	Account Number
6-593-64233	USD \$123.27	

Remittance Advice**Your payment is due by Jul 10, 2019**

65936423300000123273359524200300000000000000001232730

0041484 01 AB 0.409 **AUTO T8 0 1175 32801-243595 -CD1-P41525-11



GARDENS HAMMOCK BEACH CDD
135 W CENTRAL BLVD STE 320
ORLANDO FL 32801-2435



FedEx
P.O. Box 660481
DALLAS TX 75266-0481



60001750026694

1175-01-00-0041484-0002-0068066

Invoice Number

6-593-64233

Invoice Date

Jun 25, 2019

Page

2 of 3

FedEx Express Shipment Detail By Payor Type (Original)**Ship Date:** Jun 18, 2019**Cust. Ref.:** Gardens at Hammock Beach**Ref. #:****Payor:** Third Party**Ref. #:**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 7.00% to this shipment.
- Distance Based Pricing, Zone 2
- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
- Package Delivered to Recipient Address - Release Authorized
- The package weight exceeds the maximum for the packaging type, therefore, FedEx Pak was rated as Customer Packaging.

Automation	INET	Sender	Recipient	
Tracking ID	775502767301	George Flint	Clint Smith	
Service Type	FedEx Standard Overnight	GMS - CF, LLC	8 Cadillac Place	
Package Type	Customer Packaging	135 W. Central Blvd.	PALM COAST FL 32137 US	
Zone	02	ORLANDO FL 32801 US		
Packages	1			
Rated Weight	3.0 lbs, 1.4 kgs	Transportation Charge		31.20
Delivered	Jun 19, 2019 12:06	Fuel Surcharge		2.79
Svc Area	A5	Residential Delivery		4.40
Signed by	see above	DAS Resi		4.20
FedEx Use	000000000/1283/02	Total Charge	USD	\$42.59

Ship Date: Jun 18, 2019**Cust. Ref.:** Gardens at Hammock Beach**Ref. #:****Payor:** Third Party**Ref. #:**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 7.00% to this shipment.
- Distance Based Pricing, Zone 2
- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
- Package Delivered to Recipient Address - Release Authorized
- The package weight exceeds the maximum for the packaging type, therefore, FedEx Pak was rated as Customer Packaging.

Automation	INET	Sender	Recipient	
Tracking ID	775502783547	George Flint	David Lusby	
Service Type	FedEx Standard Overnight	GMS - CF, LLC	21 Forest View Way	
Package Type	Customer Packaging	135 W. Central Blvd.	ORMOND BEACH FL 32174 US	
Zone	02	ORLANDO FL 32801 US		
Packages	1			
Rated Weight	3.0 lbs, 1.4 kgs	Transportation Charge		31.20
Delivered	Jun 19, 2019 14:21	Fuel Surcharge		2.49
Svc Area	A5	Residential Delivery		4.40
Signed by	see above			
FedEx Use	000000000/1283/02	Total Charge	USD	\$38.09

FedEx® Billing Online

FedEx Billing Online allows you to efficiently manage and pay your FedEx invoices online. It's free, easy and secure. FedEx Billing Online helps you streamline your billing process. With all your FedEx shipping information available in one secure online location, you never have to worry about misplacing a paper invoice or sifting through reams of paper to find information for past shipments. Go to fedex.com to sign up today!

**Invoice Number**

6-593-64233

Invoice Date

Jun 25, 2019

Page

3 of 3

Ship Date: Jun 18, 2019**Est. Ref:** Gardens at Hammock Beach**Ref. #:****Payor:** Third Party**Ref. #:**

- Fuel Surcharge - FedEx has applied a fuel surcharge of 7.00% to this shipment.
- Distance Based Pricing, Zone 2
- FedEx has audited this shipment for correct packages, weight, and service. Any changes made are reflected in the invoice amount.
- Package Delivered to Recipient Address - Release Authorized
- The package weight exceeds the maximum for the packaging type, therefore, FedEx Pak was rated as Customer Packaging.

Automation	INET	Sender	Recipient
Tracking ID	775502791590	George Flint	William Livingston
Service Type	FedEx Standard Overnight	GMS - CF, LLC	313 Cypress Street
Package Type	Customer Packaging	135 W. Central Blvd.	FLAGLER BEACH FL 32136 US
Zone	02	ORLANDO FL 32801 US	
Packages	1		
Rated Weight	3.0 lbs, 1.4 kgs	Transportation Charge	31.20
Delivered	Jun 19, 2019 14:16	Fuel Surcharge	2.79
Svc Area	A8	Residential Delivery	4.40
Signed by	see above	DAS Resi	4.20
FedEx Use	00000000/1283/02	Total Charge	USD \$42.59
Third Party Subtotal			USD \$123.27
Total FedEx Express			USD \$123.27

The Daytona Beach News-Journal

Daytona Beach News-Journal
The Sunday News-Journal
Southeast Volusia Edition
West Volusia Edition
News-Journal Focus
Flagler/Palm Coast News-Tribune
Volusia Review

Advertiser / Client Name		Billing Date	
GARDENS AT HAMMOCK BEACH		6/17/2019	
Customer Account #		Total Amount Due	
1008098		\$617.73	
Customer Type		Terms of Payment	Page
Legal		Upon Receipt	1
Invoice Number : I02331103-06072019			

Advertising Invoice

**GARDENS AT HAMMOCK BEACH
GARDENS AT HAMMOCK BEACH CDD
ATTN ACCTS PAYABLE
135 W CENTRAL BLVD - STE 320
ORLANDO, FL 32801**

**Daytona News-Journal
P O Box 919423
Orlando, FL 32891-9423
Phone (866)470-7133**

Amount Paid : \$ _____

Check # : _____

Amount to Pay : **\$617.73**

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR REMITTANCE

Start Date	Ad# - Trans#	Pub	Description	P. O. Number	Times	Size/Charge	Amount
6/7/2019	0002331103	NJ	BUDGET HEARING AND BOS MEETING 6/25/2019	LAUREN VANDERVEER	2	1.00 x 68Lines	\$617.73
Amount to Pay :							\$617.73

The Daytona Beach News-Journal

**Daytona News-Journal
P O Box 919423
Orlando, FL 32891-9423
Phone (866)470-7133**

Advertiser / Client Name		Billing Date	
GARDENS AT HAMMOCK BEACH		6/17/2019	
Customer Account #		Total Amount Due	
1008098		\$617.73	
Customer Type		Terms of Payment	Page
Legal		Upon Receipt	1
Invoice Number : I02331103-06072019			

THANK YOU FOR YOUR BUSINESS
TERMS: NET DUE UPON RECEIPT

THIS IS A COURTESY CHARGE - DOES NOT ESTABLISH CREDIT — LATE PAYMENT MAY PREVENT ACCEPTANCE OF FUTURE ADVERTISING

THE NEWS-JOURNAL

Published Daily and Sunday
Daytona Beach, Volusia County, Florida

State of Florida,
County of Volusia

Before the undersigned authority personally appeared

Irene Zucker

who, on oath says that she is

LEGAL COORDINATOR

of The News-Journal, a daily and Sunday newspaper,
published at Daytona Beach in Volusia County, Florida; the
attached copy of advertisement, being a
.....

NOTICE OF PUBLIC HEARING

L 2331103

in the Court,
was published in said newspaper in the issues.....

JUNE 7, 14, 2019

Affiant further says that The News-Journal is a newspaper
published at Daytona Beach, in said Volusia County, Florida,
and that the said newspaper has heretofore been continuously
published in said Volusia County, Florida, each day and
Sunday and has been entered as second-class mail matter at
the post office in Daytona Beach, in said Volusia County,
Florida, for a period of one year next preceding the first
publication of the attached copy of advertisement; and affiant
further says that he has neither paid nor promised any person,
firm or corporation any discount, rebate, commission or
refund for the purpose of securing this advertisement for
publication in the said newspaper

Irene Zucker

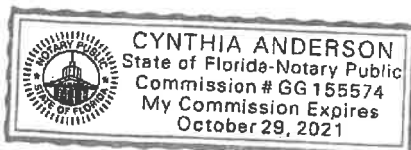
Sworn to and subscribed before me

This 14TH of JUNE

A.D. 2019

Cynthia Anderson

49D



GARDENS AT HAMMOCK BEACH
COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO
CONSIDER THE ADOPTION OF THE
FISCAL YEAR 2019/2020 BUDGET
AND NOTICE OF REGULAR BOARD
OF SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Gardens at Hammock Beach Community Development District ("District") will hold a public hearing on June 25, 2019 at 9:00 a.m. at City Centre at Palm Coast Town Center, 145 City Place, Suite 300, Palm Coast, FL 32164 for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the fiscal year beginning October 1, 2019 and ending September 30, 2020 ("Fiscal Year 2019/2020"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Governmental Management Services - Central Florida, LLC, 136 W. Central Blvd., Suite 320, Orlando, Florida 32801, (407) 841-5524 ("District Manager's Office"), during normal business hours.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of 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 such appeal is to be based.

George S. Flint
District Manager
Governmental Management Services
- Central Florida, LLC
L2331103 June 7, 14, 2019 21

Gardens at Hammock Beach CDD Website Compliance Proposal

(URL: <http://www.gardensathammockbeachcdd.com/>)

Website Accessibility for People with Disabilities as per

Nondiscrimination requirements of Title II of the American Disabilities Act (ADA)

Date	Version#	Comments	Author
May 25, 2018	1.0	Initial version	VB Joshi
June 18, 2018	1.1	Added document conversion cost	VB Joshi
June 21, 2018	1.2	Added WCAG Standards Compliance	Kristen Thornburgh
August 10, 2018	1.3	Added CDD Specific details	VB Joshi
Jan 5 th 2019	1.4	Discussion with Management Company	VB Joshi
Feb 15 th 2019	2.0	Human Audit Seal	VB Joshi



BBB Rating: A+

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VGlobalTech's Compliance Seal & Human Audit Compliance Seal



VGlobalTech the ADA, WCAG Compliance Experts, with over 100 ADA & WCAG compliant websites created (....and counting) to-date! We have also partnered with a non-profit agency to conduct Human Audit and Certification Seal

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1.0 The Law

Source:

http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html

189.069 Special districts; required reporting of information; web-based public access.—

(1) Beginning on October 1, 2015, or by the end of the first full fiscal year after its creation, each special district shall maintain an official website containing the information required by this section. Each special district shall submit its official website address to the department.

(a) Each independent special district shall maintain a separate website.

(b) Each dependent special district shall be prominently displayed on the home page of the website of the local general-purpose government upon which it is dependent with a hyperlink to such webpages as are necessary to provide the information required by this section. A dependent special district may maintain a separate website providing the information required by this section.

(2)(a) A special district shall post the following information, at a minimum, on the district's official website:

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.

7. A description of the boundaries or service area of, and the services provided by, the special district.
 8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.
 9. The primary contact information for the special district for purposes of communication from the department.
 10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.
 11. The budget of the special district and any amendments thereto in accordance with s.189.016.
 12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.
 13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).
 14. The public facilities report, if applicable.
 15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).
 16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.
- (b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

2.0 ADA & WCAG Compliance – Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The **Americans with Disabilities Act (ADA)** and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Many countries and international organizations require compliance with WCAG 2.0 and 2.1. The guidelines are categorized into three levels of compliance: A (must support), AA (should support), and AAA (may support). Representatives from the accessibility community around the world participate in the evolution of these guidelines.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.

2.1 Common Problems and VGlobalTech Solutions for Website Accessibility

2.1.1 Problem: Images Without Text Equivalents

Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

2.1.2 Problem: Documents Are Not Posted In an Accessible Format

Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

2.1.3 Problem: Specifying Colors and Font Sizes

Solution: Avoid Dictating Colors and Font Settings

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

Solution: Include Audio Descriptions and Captions

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

2.1.5 Web Content Accessibility Guidelines (WCAG)

Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
 - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
 - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
 - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
 - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

Upon full remediation the CDD Website shall receive VGlobalTech's and Human Audit Compliance Seals

3.0 Pricing

Website Complexity: Small Level Websites

VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:

3.1 One time (website conversion and compliance cost):

	Task
1.	Perform ADA Website Compliance Check for current website – Update ALL webpages on the website / Create new website with all current content. Create an accessibility before and after document, code review, html updates, plugins / security updates required for ADA and WCAG compliance
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc). Braille Readers, Other assistance technology compatibility
3.	ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)
4.	PDF Documents conversion (to Text, HTML etc) as needed for ADA Compliance / Reader Compliance
5.	Create a webpage showing websites ADA Compliance efforts
6.	Create customized footer with VGlobalTech's ADA Compliance Seal (valid for 1 year only)
	Total (one-time compliance / conversion cost): \$2375 / one time

3.2 ADA Compliance Yearly Maintenance and Upgrade starting after initial conversion is completed (Annual Maintenance – It is critical to maintain compliance as websites get updated):

VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:

	Task
1.	Perform ADA Website Compliance Check for current website – All new webpages on the website
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc)
3.	Update footer with VGlobalTech's ADA Compliance Seal (extended for current year)
4.	Support (upto 8 hr / month) for the year including updates to newly added pages, upgrade to new standards (if any). Posting new documents, minutes, agendas etc to the websites as needed – Worry Free Monthly Maintenance.
5.	PDF Documents conversion (to Text, HTML etc) as needed for ADA Compliance / Reader Compliance – Upto 2 years of documents only as required by Florida Statute
	Annual Maintenance (starts after initial compliance engagement quoted above section is complete): \$1350 / year (can be broken up into smaller monthly bills)

This proposal includes following points, stipulations terms and conditions:

*** (1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted***

*** email and phone communication**

*** Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.**

*** Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH****

*** Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the SME's in the compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues.**

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. **Confidentiality:** All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

4.0 Proposal Acceptance:

To accept these project, associated costs and conditions as listed above please sign and date below.

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech team can proceed with the project. All payments shall be made according to this agreement.


Select Proper Option Below, Sign and Date, Return to contact@vglobaltech.com:

Section 3.1: One time (website conversion and compliance cost):

Section 3.1: One time (website conversion and compliance cost)

+

Section 3.2 ADA Compliance Yearly Maintenance and Upgrade starting after initial conversion is completed (Annual Maintenance – It is critical to maintain compliance as websites get updated):


 For Customer _____ Date 6/25/2019

VB Joshi
For VGlobalTech Date

5.0 References:

ADA Best Practices Tool Kit for State and Local Governments:
<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

U.S. Department of Justice, Civil Rights Division, Disability Rights Section
<https://www.ada.gov/websites2.htm>

Web design Standards: <https://www.w3schools.com/>

Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/TR/WCAG21/>

VGlobalTech Web Content Accessibility Implementation and Checkpoints:
<http://vglobaltech.com/website-compliance/>



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SECTION 3

Gardens At Hammock Beach

Community Development District

Funding Request FY19 - #7
September 16, 2019

Payee		General Fund FY2019
1	Governmental Management Services-CF, LLC Inv# 66 - Management Fees - September 2019	\$ 1,050.00
		\$ 1,050.00

Total: \$ 1,050.00

Please make check payable to:

Gardens at Hammock Beach CDD
1408 Hamlin Avenue
Unit E
St.Cloud, FL 34771

GMS-Central Florida, LLC

1001 Bradford Way
Kingston, TN 37763

Invoice**Invoice #:** 66**Invoice Date:** 9/12/19**Due Date:** 9/12/19**Case:****P.O. Number:****Bill To:**

Gardens at Hammock Beach CDD
135 West Central Blvd.
Suite 320
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - September 2019		1,000.00	1,000.00
Information Technology - September 2019		50.00	50.00
Total			\$1,050.00
Payments/Credits			\$0.00
Balance Due			\$1,050.00