

*Gardens at Hammock Beach  
Community Development District*

*Agenda*

*May 19, 2023*

# AGENDA

# *Gardens at Hammock Beach*

## *Community Development District*

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219 East Livingston Street, Orlando, Florida 32801  
Phone: 407-841-5524 – Fax: 407-839-1526

May 12, 2023

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

Dear Board Members:

The meeting of the Board of Supervisors of **Gardens at Hammock Beach Community Development District** will be held **Friday, May 19, 2023 at 12:30 PM at the Hilton Garden Inn Palm Coast/Town Center, 55 Town Center Blvd., Palm Coast, Florida**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
  - A. Administration of Oaths of Office to Newly Elected Board Members
  - B. Consideration of Resolution 2023-01 Canvassing and Certifying the Results of the Landowners' Election
  - C. Election of Officers
  - D. Consideration of Resolution 2023-02 Electing Officers
4. Approval of Minutes of the September 16, 2022 Board of Supervisors Meeting and Acceptance of Minutes of the November 18, 2022 Landowners' Meeting
5. Consideration of Construction Funding Agreement
6. Consideration of Form of Assignment of Contractor Agreement for Master Infrastructure Project
7. Consideration of Resolution 2023-03 Direct Purchase Authorization
8. Review and Acceptance of Draft Fiscal Year 2022 Audit Report
9. Consideration of Resolution 2023-04 Approving the Proposed Fiscal Year 2024 Budget and Setting a Public Hearing
10. Staff Reports
  - A. Attorney
  - B. Engineer and Maintenance Report
  - C. District Manager's Report
    - i. Balance Sheet and Income Statement
    - ii. Ratification of Funding Requests #11 - #18
    - iii. Presentation of Number of Registered Voters - 0
11. Other Business
12. Supervisor's Requests
13. Adjournment

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,

A handwritten signature in blue ink, appearing to read "G. S. Flint". The signature is stylized with a large initial "G" and a long horizontal stroke.

George S. Flint  
District Manager

Enclosures

## SECTION III

# SECTION B

**RESOLUTION 2023-01**

**A RESOLUTION CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF THE GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES**

**WHEREAS**, pursuant to Section 190.006(2), Florida Statute, a landowners meeting is required to be held within 90 days of the District's creation and every two years following the creation of a Community Development District for the purpose of electing three (3) supervisors for the District; and

**WHEREAS**, following proper notice of once a week for 2 consecutive weeks in a newspaper of general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election, such landowners meeting was held on November 18, 2022, at which the below-recited persons were duly elected by virtue of the votes cast in their respective favor; and

**WHEREAS**, the Board of Supervisors by means of this Resolution desire to canvass the votes and declare and certify the results of said election;

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

1. The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as follows:

<u>Supervisor</u>	<u># of Votes</u>	<u>Term</u>
<u>Clint Smith</u>	<u>819</u>	4 Year Term
<u>Denise Bunch</u>	<u>817</u>	4 Year Term
<u>David Root</u>	<u>815</u>	2 Year Term

2. The terms of office shall commence immediately upon the adoption of this Resolution:

Adopted this 19<sup>th</sup> day of May, 2023.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman

# SECTION D



**RESOLUTION 2023-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

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

**Section 1.** \_\_\_\_\_ is elected Chairperson.

**Section 2.** \_\_\_\_\_ is elected Vice-Chairperson.

**Section 3.** \_\_\_\_\_ is elected Secretary.

**Section 4.** \_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.  
\_\_\_\_\_ is elected Assistant Secretary.

**Section 5.** \_\_\_\_\_ is elected Treasurer.

**Section 6.** \_\_\_\_\_ is elected Assistant Treasurer.

**Section 7.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of May, 2023.

**ATTEST:**

**GARDENS AT HAMMOCK BEACH  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson/Vice-Chairperson

# 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 Friday, September 16, 2022 at 12:30 p.m. at the Hilton Garden Inn Palm Coast, 55 Town Center Boulevard, Palm Coast, Florida.

Present and constituting a quorum were:

Clint Smith	Chairman
David Lusby <i>(via phone)</i>	Vice Chairman
William Livingston <i>(via phone)</i>	Assistant Secretary
David Root	Assistant Secretary
Denise Bunch	Assistant Secretary

Also present was:

George Flint	District Manager
Michael Chiumento, III	District Counsel
Ken Belshe	Palm Coast Intracoastal, LLC
Sara Zare	Underwriter
Ken Artin	Bond Counsel

*The following is a summary of the discussions and actions taken at the September 16, 2022 Gardens at Hammock Beach Community Development District's Meeting.*

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Flint called the meeting to order at 12:43 p.m. A quorum was present.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the August 19, 2021 Board of Supervisors Meeting**

On MOTION by Mr. Livingston seconded by Mr. Smith with all in favor the Minutes of the August 19, 2021 Board of Supervisors Meeting were approved as presented.
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**FOURTH ORDER OF BUSINESS**

**Organizational Matters**

**A. Administration of Oath of Office to Appointed Supervisor of Seat 5**

Mr. Flint, a Notary Public of the State of Florida and duly authorized, administered the Oath of Office to Ms. Bunch prior to the meeting.

**B. Consideration of Resolution 2022-04 Electing Officers**

Mr. Flint requested that Mr. Root and Ms. Bunch be designated Assistant Secretaries.

On MOTION by Mr. Smith seconded by Mr. Livingston with all in favor adding Mr. Root and Ms. Bunch as Assistant Secretaries as evidenced by Resolution 2022-04 was adopted.

**FIFTH ORDER OF BUSINESS Continued Public Hearing**

**A. Public Hearing on Levying Special Assessments**

Mr. Flint recalled that the public hearing was continued at the last meeting to this meeting.

On MOTION by Mr. Root seconded by Mr. Smith with all in favor the Public Hearing on levying special assessments was re-opened.

Mr. Flint noted no members of the public were present.

**i. Presentation of Engineer’s Report**

Mr. Flint presented the Engineer’s Report prepared by Parker Mynchenberg & Associates, which was included in the agenda package. It was the same form that the Board previously reviewed with no changes.

On MOTION by Mr. Lusby seconded by Mr. Livingston with all in favor the Engineer’s Report was approved.

**ii. Presentation of Assessment Methodology**

Mr. Flint presented the Master Assessment Methodology Report prepared by GMS, which was included in the agenda package. It was the same form that the Board previously reviewed with no changes. It takes the improvements identified by the District Engineer and allocates the benefit of those improvements to the 335 units in Assessment Area 1.

On MOTION by Mr. Livingston seconded by Mr. Smith with all in favor the Master Assessment Methodology Report was approved.

**iii. Public Comment and Testimony**

Mr. Flint noted no members of the public were present.

**iv. Consideration of 2022-05 Levying Special Assessments on Assessment Area 1**

Mr. Flint presented Resolution 2022-05, which was included in the agenda package, levying special assessments in Assessment Area 1. Attached to the resolution was the Engineer’s Report and Master Assessment Methodology Report. It sets the ceiling on the amount of assessments to be levied.

On MOTION by Mr. Smith seconded by Mr. Livingston with all in favor Resolution 2022-05 Authorizing District Projects for Construction and/or Acquisition of Infrastructure Improvements; Equalizing, Approving, Confirming and Levying Special Assessments on Property Specially Benefitted by Such Projects to Pay the Cost Thereof; Providing for the Payment and the Collection of Such Special Assessments by the Methods Provided for by Chapters 170, 190 and 197, Florida Statutes; Confirming the District’s Intention to Issue Special Assessment Bonds; Making Provisions for Transfers of Real Property to Governmental Bodies; Providing for the Recording of an Assessment Notice; Providing for Severability, Conflicts and an Effective Date was adopted.

On MOTION by Mr. Smith seconded by Mr. Root with all in favor the Public Hearing on levying special assessments was closed.

**SIXTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Chiumento reported that the District would be under construction shortly. In November, a signed contract would be provided to the CDD with the anticipated plan.

Mr. Smith questioned when they would go to market for debt. Mr. Chiumento stated as soon as possible. Mr. Flint pointed out that a Delegation Resolution would be provided to the Board next month if MBS and Mr. Artin were ready. Mr. Chiumento would prepare the preliminary offering document. Mr. Artin stated that they were going through some urgent matters for three to four weeks, but hoped to get that out soon. Mr. Smith asked if there were meetings this Fall or if there were only meetings through September. Mr. Flint believed that the Board was meeting an as needed meeting basis, but they could publish a seven-day notice when they were ready before October 21<sup>st</sup> and would wait to hear from Mr. Smith and MBS.

**B. Engineer and Maintenance Report**

There being none, the next item followed.

**C. District Manager’s Report**

**i. Balance Sheet and Income Statement**

Mr. Flint presented the Balance Sheet and Income Statement, which were unaudited through July 31, 2022. There was \$2,230 in the operating account. No action was required by the Board.

**ii. Ratification of Funding Request #9**

**iii. Ratification of Funding Request #10**

Mr. Flint presented Funding Requests #9 and #10, which was transmitted to the developer under the Developer Funding Agreement.

On MOTION by Mr. Livingston seconded by Mr. Smith with all in favor Funding Requests #9 and #10 were ratified.

**iv. Approval of Fiscal Year 2023 Meeting Schedule**

Mr. Flint reported that the Board met on an as needed basis, but the Board could change to monthly meetings and suggested the third Friday at 12:30 p.m. in this location. Mr. Belshe wanted to continue meeting on an as needed basis.

On MOTION by Mr. Smith seconded by Mr. Root with all in favor the Fiscal Year 2023 meeting schedule to meet on an as needed basis was approved.

**SEVENTH ORDER OF BUSINESS**

**Other Business**

Mr. Artin requested that the Board approve a conflict waiver, waiving any potential conflict of interest as Mr. Artin’s firm also represented MBS Capital on other bond issues.

On MOTION by Mr. Livingston seconded by Mr. Lusby with all in favor the conflict waiver, waiving any potential conflict of interest as Mr. Artin’s firm also represented MBS Capital on other bond issues was approved.

Mr. Artin would provide a Retainer Agreement to the Board at the next meeting. Mr. Belshe anticipated spreading the assessments across these lots evenly and asked if the Equivalent Residential Units (ERUs) prevented that. Mr. Flint explained that the Supplemental Assessment

Methodology Report would recognize that the developer contribution would offset the smaller units so everyone would pay the same amount. Mr. Belsche asked about the operation and maintenance (O&M) assessments. Mr. Flint noted that many times the O&M mirrored the debt methodology, but it was not always the case and they could have a separate O&M methodology. Mr. Belsche asked if they should do the Master Assessment Methodology Report differently to achieve what he wanted to accomplish. Mr. Flint did not recommend it. Mr. Chiumento clarified that the contribution related to a particular series of bonds and should be part of the Supplemental Assessment Methodology Report.

**EIGHTH ORDER OF BUSINESS                      Supervisor’s Request**

Mr. Root announced that he was attending the October meeting via phone. Mr. Flint stated that three Board Members must be present in person. Mr. Livingston and Mr. Lusby confirmed that were going to be present, in person at the October meeting.

**NINTH ORDER OF BUSINESS                      Adjournment**

On MOTION by Mr. Smith seconded by Mr. Root with all in favor the meeting was adjourned.

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman





MINUTES OF MEETING  
GARDENS AT HAMMOCK BEACH  
COMMUNITY DEVELOPMENT DISTRICT

A Landowners' Meeting of the Board of Supervisors of the Gardens at Hammock Beach Community Development District was held on Friday, November 18, 2022 at 12:30 p.m. at the Hilton Garden Inn Palm Coast, 55 Town Center Boulevard, Palm Coast, Florida.

Present were:

Kenneth Belshe  
George Flint

Proxy Holder  
District Manager

*The following is a summary of the actions taken at the November 18, 2022 Landowners' meetings meeting.*

**FIRST ORDER OF BUSINESS**

**Determination of Number of Voting Units Represented**

Mr. Flint stated I have been provided two landowner proxies. The first one is from Palm Coast Intracoastal, LLC naming Kenneth Belshe as proxy holder and representing 336 votes, and the other is from Veranda Bay Investments, LLC naming Kenneth Belshe as proxy holder and representing 581 votes. Total voting units represented is 917.

**SECOND ORDER OF BUSINESS**

**Call to Order**

Mr. Flint called the landowners' meeting to order at 12:38 PM

**THIRD ORDER OF BUSINESS**

**Election of a Chairman for the Purpose of Conducting the Landowners Meeting**

Mr. Flint volunteered to serve as Chairman for the purposes of conducting the Landowners' Meeting. Mr. Belshe had no objection.

**FOURTH ORDER OF BUSINESS**

**Nominations for the Position of Supervisor**

Mr. Flint opened the floor to nominations, noting that Mr. Belshe has provided a ballot for Palm Coast Intracoastal nominating Clint Smith, Denise Bunch and David Root and another ballot for Veranda Bay Investments nominating Clint Smith, David Root, and Denise Bunch. Mr. Flint closed the floor to nominations as there were no further nominations.

**FIFTH ORDER OF BUSINESS**

**Casting of Ballots**

Mr. Flint announced that Mr. Smith received 819 votes, Ms. Bunch received 817 votes, and Mr. Root received 815 votes.

**SIXTH ORDER OF BUSINESS**

**Ballot Tabulation**

Mr. Flint stated Mr. Smith and Ms. Bunch will serve four-year terms and Mr. Root will serve a two-year term.

**SEVENTH ORDER OF BUSINESS**

**Landowner's Questions and Comments**

There being none, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

The meeting was adjourned at 12:41 P.M.

## SECTION V

**CONSTRUCTION FUNDING AGREEMENT BETWEEN THE  
GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT  
AND PALM COAST INTRACOSTAL, LLC**

THIS AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023,  
by and between:

**GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Flagler, Florida, whose address is 219 East Livingston Street, Orlando, Florida 32801 (the “District”), and

**PALM COAST INTRACOASTAL, LLC**, the primary landowner and developer in the District, whose mailing address is PO Box 353460, Palm Coast, Florida 32135-3460 (the “Developer”; and together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District was established by an ordinance adopted by the Board of County Commissioners of Flagler County, Florida, for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the Developer is the owner and/or developer of certain parcels of land in Flagler County, located within the boundaries of the District; and

**WHEREAS**, the District will not have sufficient funds available to provide for the construction of anticipated improvements and facilities as more fully described in the agreement between the District and Palm Coast Intracoastal, LLC dated \_\_\_\_\_, 2022, as may be amended from time to time (the “Project”) regarding the construction of infrastructure improvements referred to in the *District Engineer’s Report*, dated July 12, 2022; and

**WHEREAS**, in order to proceed with construction, the Developer has agreed to provide funding in order to allow the District to continue with the Project, on the terms set forth herein.

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

**1. Incorporation of Recitals.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

**2. Funding.** Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the design, engineering, and construction of the Project. Developer will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

3. **Default.** A default by any party to this Agreement shall entitle the others 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.

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

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

6. **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.

7. **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 of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

8. **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  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

With a copy to: Chiumento Law  
145 City Place  
Suite 301  
Palm Coast, Florida 32164  
Attn: District Counsel

B. If to the Landowner: Palm Coast Intracoastal, LLC  
PO Box 353460  
Palm Coast, Florida 32135-3460  
Attn: Mr. Ken 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.

**9. Third Party Beneficiaries.** This Agreement is solely for the benefit of the formal 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 formal 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.

**10. Assignment.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

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

**12. Effective Date.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

**13. Public Records.** Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with this Agreement are public records and are treated as such in accordance with Florida law.

[Signatures on following page]

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

Attest:

**GARDENS AT HAMMOCK BEACH COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman/Vice Chairman, Board of Supervisors

Witness:

**PALM COAST INTRANATIONAL, LLC,**

\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# SECTION VI



**ASSIGNMENT OF CONTRACTOR AGREEMENT**  
**GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT**  
**MASTER INFRASTRUCTURE PROJECT**

Assignor: \_\_\_\_\_ (“Assignor”)  
Owner/Assignee: Gardens at Hammock Beach Community Development District (“Assignee” or  
“District”)  
Contractor: \_\_\_\_\_ (“Contractor”)  
Contract: Gardens at Hammock Beach Contractor Agreement for Master Infrastructure  
Improvements of “\_\_\_\_\_” (“Contractor Agreement” or  
“Project”)

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor, does hereby transfer, assign and convey unto Assignee, all of the rights, interests, benefits and privileges of Assignor under the Contractor Agreement, by and between Assignor and Contractor, for the above-referenced Project. Further, Assignee does hereby assume all obligations of Assignor under the Contract arising or accruing after the date hereof. Contractor hereby consents to the assignment of the Contract and all of Contractor’s rights, interests, benefits, privileges, and obligations to Assignee.

Executed in multiple counterparts to be effective the \_\_\_\_ day of \_\_\_\_\_, 2023.

**GARDENS AT HAMMOCK BEACH  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairperson

\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBITS:**

- Developer’s Affidavit and Agreement Regarding Assignment of Contractor Agreement
- Contractor’s Acknowledgment and Acceptance of Assignment and Release
- Addendum to Contractor Agreement with Exhibits:
  - Scrutinized Companies Statement
  - Public Entity Crimes Statement
  - Trench Safety Compliance Act Statement
  - Discrimination Statement

**DEVELOPER'S AFFIDAVIT AND AGREEMENT  
REGARDING ASSIGNMENT OF CONTRACTOR AGREEMENT  
GARDENS AT HAMMOCK BEACH ("PHASE \_\_\_\_\_")  
MASTER INFRASTRUCTURE PROJECT**

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

BEFORE ME, the undersigned personally appeared \_\_\_\_\_ of \_\_\_\_\_ ("Developer"), who, after being first duly sworn, deposes and says:

- (i) I, \_\_\_\_\_, serve as Manager for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Gardens at Hammock Beach Community Development District ("**District**") to accept an assignment of the Contractor Agreement (defined below).
- (ii) The agreement ("**Contractor Agreement**") between Developer and \_\_\_\_\_ ("**Contractor**"), dated \_\_\_\_\_, and attached hereto as **Exhibit A**, \_\_\_\_\_ was competitively bid prior to its execution or \_\_\_\_\_ is below the applicable bid thresholds and was not required to be competitively bid prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement agrees to indemnify, defend, and hold harmless the District and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees and which relate in any way to the assignment of, or bid process for, the Contractor Agreement.
- (iv) Developer has obtained a release from Contractor (and all subcontractors and material suppliers thereto) acknowledging the assignment of the above referenced contract and the validity thereof, the satisfaction of the bonding requirements of Section 255.05, *Florida Statutes* (if applicable), and waiving any and all claims against the District arising as a result of or connected with this assignment. Such releases are attached as **Exhibit B**.
- (v) The Contractor has \_\_\_\_\_ furnished or will furnish a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, which is attached hereto as **Exhibit C**, or \_\_\_\_\_ was not required to provide such a bond pursuant to Section 255.05, *Florida Statutes*.
- (vi) Developer \_\_\_\_\_ represents and warrants that there are no outstanding liens or claims relating to the Contractor Agreement, or \_\_\_\_\_ has posted a transfer bond in accordance with Section 713.24, *Florida Statutes*, which is attached hereto as **Exhibit D**.
- (vii) Developer represents and warrants that there are no payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are outstanding and no disputes under the Contractor Agreement exist.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
a Florida limited liability company

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
**[Print Name]**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of the company.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)  
Name:  
Personally Known  
OR Produced Identification  
Type of Identification

**CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF  
ASSIGNMENT AND RELEASE  
GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT  
("PHASE \_\_\_\_\_")  
MASTER INFRASTRUCTURE PROJECT**

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, \_\_\_\_\_ ("Contractor"), hereby agrees as follows:

- (i) The agreement ("Contractor Agreement") between \_\_\_\_\_ and Contractor dated \_\_\_\_\_, 20\_\_\_\_, has been assigned to the Gardens at Hammock Beach Community Development District ("District"). Contractor acknowledges and accepts such assignment and its validity.
- (ii) Contractor represents and warrants that either:
  - a. \_\_\_\_\_ Contractor has or will furnish and record a performance and payment bond in accordance with Section 255.05, *Florida Statutes*, and has notified any subcontractors, material suppliers or others claiming interest in the work of the existence of the bond; or
  - b. \_\_\_\_\_ Contractor has not been required to furnish or provide a performance and payment bond under Section 255.05, *Florida Statutes*, and has notified any subcontractors, materialmen or others claiming interest in the work that (a) no such bond exists; (b) the District, as a local unit of special purpose government, is not an "Owner" as defined in Section 713.01(23), *Florida Statutes*; and (c) there are no lien rights available to any person providing materials or services for improvements in connection with the Improvement Agreement.
- (iii) Contractor represents and warrants that all payments to any subcontractors or materialmen under the Contractor Agreement are current, there are no past-due invoices for payment due to the Contractor under the Contractor Agreement, and there are no outstanding disputes under the Contractor Agreement.
- (iv) Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.

[CONTINUED ON NEXT PAGE]

Executed this \_\_\_ day of \_\_\_\_\_, 20\_\_.

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

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, on behalf of the company.

[notary seal]

\_\_\_\_\_  
(Official Notary Signature)  
Name:  
Personally Known  
OR Produced Identification  
Type of Identification

**ADDENDUM (“ADDENDUM”) TO CONTRACT (“CONTRACT”)  
GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT  
 (“PHASE \_\_\_\_\_”)  
MASTER INFRASTRUCTURE PROJECT**

**1. ASSIGNMENT.** This Addendum applies to that certain *Agreement between Owner and Contractor for Construction Contract (Stipulated Price)* dated \_\_\_\_\_, 20\_\_\_\_ (“**Contract**”) between the Gardens at Hammock Beach Community Development District (“**District**”) and \_\_\_\_\_ (“**Contractor**”), which Contract was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Contract conflict with this Addendum, the terms of this Addendum shall control.

**2. PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS.** Before commencing the work, and consistent with the requirements of Section 255.05, *Florida Statutes*, the Contractor shall execute, deliver to the District, and record in the public records of Flagler County, Florida, a payment and performance bond with a surety insurer authorized to do business in this state as surety or, to the extent permitted by the District in its sole discretion, provide an alternative form of security as authorized under Section 255.05, *Florida Statutes*. The cost of such bond shall be added to Contractor’s proposal and shall be invoiced to the District. Such bond and/or security shall be for 100% of the project cost and shall be in effect for a full year from the time of completion of the project. Contractor agrees that the District is a local unit of special-purpose government and not an “Owner” as defined in Section 713.01(23), *Florida Statutes*. Therefore, notwithstanding anything in the Contract to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with the project. Contractor shall notify any subcontractors, material suppliers or others claiming interest in the work of the existence of the payment and performance bond.

**3. INSURANCE.** In addition to the existing additional insureds under the Contract, the District, its officers, supervisors, agents, attorneys, engineers, managers, and representatives also shall be named as additional insureds under the insurance provided pursuant to the Contract. Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida. If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

**4. LOCAL GOVERNMENT PROMPT PAYMENT ACT.** Notwithstanding any other provision of the Contract, all payments to the Contractor shall be made in a manner consistent with the Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*. Contractor shall make payments due to subcontractors and materialmen and laborers within ten (10) days in accordance with the prompt payment provisions contained in Section 218.735(6), 218.735(7), and 218.74, *Florida Statutes*. All payments due and not made within the time prescribed by Section 218.735, *Florida Statutes*, bear interest at the rate of one percent (1%) per month on the unpaid balance in accordance with Section 218.735(9), *Florida Statutes*.

**5. RETAINAGE.** The following provision addresses the holding of retainage under the Contract:

Prior to 50 percent completion of the construction services purchased pursuant to the Contract, the Owner may withhold from each progress payment made to the Contractor an amount not exceeding 5 percent of the payment. After 50 percent completion of the construction services, the Contractor may present a payment request for up to one half of the retainage held, less such amounts as may be withheld pursuant to this Contract or applicable law. After 50 percent completion of the construction services, and until final completion and acceptance of the Work by Owner, the Owner shall reduce to 2.5 percent the amount of retainage withheld from each subsequent progress payment made to the Contractor. Five percent of the contract price will be retained until final completion, acceptance of the Work, and final payment to the Contractor.

**6. INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Contract shall continue to apply to the original indemnitees and shall further include the District and its supervisors, consultants, agents, attorneys, managers, engineers and representatives. To the extent that a maximum limit for indemnification is required by law, and not otherwise set forth in the Contract, the indemnification limit shall be the greater of the limits of the insurance amounts set forth in the Contract or Three Million Dollars (\$3,000,000), which amounts Contractor agrees are reasonable and enforceable, and were included as part of the bid and/or assignment documents. The Contractor's obligations hereunder are intended to be consistent with all provisions of applicable law, and to the extent found inconsistent by a court of competent jurisdiction, the Contract shall be deemed amended and/or reformed consistent with the intent of this paragraph and such that the obligations apply to the maximum limits of the law.

**7. TAX EXEMPT DIRECT PURCHASES.** The parties agree that the District may in its sole discretion elect to undertake a direct purchase of any or all materials incorporated into the work performed according to the Contract. In such event, the following conditions shall apply:

- a. The District represents to Contractor that the District is a governmental entity exempt from Florida sales and use tax, and has provided Contractor with a copy of its Consumer Exemption Certificate.
- b. The District may elect to implement a direct purchase arrangement whereby the District will directly acquire certain materials ("**Direct Purchase Materials**") necessary for the work directly from the suppliers to take advantage of District's tax-exempt status.
- c. Prior to purchasing any materials, the Contractor shall contact the District to determine which materials will be treated as Direct Purchase Materials.
- d. The District shall issue a Certificate of Entitlement to each supplier of Direct Purchase Materials, and to the Contractor. Each Certificate of Entitlement will be in the format specified by Rule 12A-1.094(4)(c), Florida Administrative Code. Each Certificate of Entitlement shall have attached thereto the corresponding purchase order. Each Certificate of Entitlement shall affirm that (1) the attached purchase order is being issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works; (2) the vendor's invoice will be issued directly to the District; (3) payment of the vendor's invoice will be made directly by the District to the vendor from public funds; (4) the District will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the District assumes the risk of damage or loss at the time of purchase or delivery by the vendor. Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax-

exempt purchase by a governmental entity, then the District will be responsible for any tax, penalties and interest determined to be due.

- e. The District shall issue purchase orders directly to suppliers of Direct Purchase Materials. The District shall issue a separate Certificate of Entitlement for each purchase order. Such purchase orders shall require that the supplier provide the required shipping and handling insurance and provide for delivery F.O.B. jobsite. Corresponding change orders shall be executed at the time of the direct purchase to reflect the direct purchases made by the District and if the original contract contemplated sale of materials and installation by same person, the change order shall reflect sale of materials and installation by different legal entities.
- f. Upon delivery of the Direct Purchase Materials to the jobsite, the District shall inspect the materials and invoices to determine that they conform to the purchase order. If the materials conform, the District shall accept and take title to the Direct Purchase Materials.
- g. Suppliers shall issue invoices directly to the District. The District shall process invoices and issue payment directly to the suppliers from public funds.
- h. Upon acceptance of Direct Purchase Materials, the District shall assume risk of loss of same until they are incorporated into the project. Contractor shall be responsible for safeguarding all Direct Purchase Materials and for obtaining and managing all warranties and guarantees for all material and products.
- i. The District shall, at its option, maintain builder's risk insurance on the Direct Purchase Materials.

**8. PUBLIC RECORDS.** The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Contract, Contractor 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, Contractor 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 Contractor 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 Contractor or keep and maintain public records required by the District to perform the service. If the Contractor transfers all public records to the District upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O GEORGE FLINT, GOVERNMENTAL MANAGEMENT SERVICES CENTRAL FLORIDA, LLC, 219 E. LIVINGSTON ST. ORLANDO, FLORIDA 32801, PHONE (407) 841-5524, AND GFLINT@GMSCFL.COM**

**9. SOVEREIGN IMMUNITY.** Nothing in the Contract shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other statute, and nothing in the Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

**10. NOTICES.** Notices provided to the District pursuant to the Contract shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the following individuals:

District: Gardens at Hammock Beach Community Development  
District  
Governmental Management Services  
Central Florida, LLC  
219 E. Livingston St.  
Orlando, Florida 32801  
Attn: District Manager

With a copy to: Chiumento Law  
145 City Place, Suite 301  
Palm Coast, Florida 32164  
Attn: District Counsel

**11. SCRUTINIZED COMPANIES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement pursuant to Section 287.135(5), *Florida Statutes*, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit A**. If the Contractor is found to have submitted a false certification as provided in Section 287.135(5), *Florida Statutes*, or has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in the boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, the District may immediately terminate the Contract.

**12. PUBLIC ENTITY CRIMES STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.133(3)(a), *Florida Statutes*, regarding public entity crimes,

and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit B**.

**13. TRENCH SAFETY ACT STATEMENTS.** Upon the Assignment, Contractor shall properly execute a Trench Safety Act Compliance Statement and a Trench Safety Act Compliance Cost Statement, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statements shall be substantially in the form of the attached **Exhibit C**.

**14. DISCRIMINATION STATEMENT.** Upon the Assignment, Contractor shall properly execute a sworn statement under Section 287.134(2)(a), *Florida Statutes*, regarding public entity crimes, and by signing this Addendum represents that Contractor is able to execute such sworn statement. The statement shall be substantially in the form of the attached **Exhibit D**.

**15. CONSTRUCTION DEFECTS.** PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

**16. E-VERIFY REQUIREMENTS.** The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

**IN WITNESS WHEREOF**, the parties hereto hereby acknowledge and agree to this Addendum.

\_\_\_\_\_

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name of Witness

**GARDENS AT HAMMOCK BEACH  
COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Print Name of Witness

- Exhibit A:** Scrutinized Companies Statement
- Exhibit B:** Public Entity Crimes Statement
- Exhibit C:** Trench Safety Act Statement
- Exhibit D:** Discrimination Statement

EXHIBIT A

**SWORN STATEMENT PURSUANT TO SECTION 287.135(5), FLORIDA STATUTES,  
REGARDING SCRUTINIZED COMPANIES WITH ACTIVITIES IN SUDAN LIST OR  
SCRUTINIZED COMPANIES WITH ACTIVITIES IN THE IRAN PETROLEUM  
ENERGY SECTOR LIST**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Gardens at Hammock Beach Community Development District  
by \_\_\_\_\_ (print individual's name). I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ (print individual's title) for QGS Development Inc. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor. Contractor's business address is: \_\_\_\_\_

2. I understand that, subject to limited exemptions, Section 287.135, *Florida Statutes*, declares a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, *Florida Statutes*, or that has business operations in Cuba or Syria is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with a local governmental entity for goods or services of \$1 million or more.

3. Based on information and belief, at the time the entity submitting this sworn statement submits its proposal to the Gardens at Hammock Beach Community Development District, neither the entity, nor any of its officers, directors, executives, partners, shareholders, members, or agents, is listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria.

4. The entity will immediately notify the Gardens at Hammock Beach Community Development District in writing if either the entity, or any of its officers, directors, executives, partners, shareholders, members, or agents, is placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

\_\_\_\_\_  
Signature by authorized representative of Proposer

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

[notary seal]

\_\_\_\_\_  
Signature of Notary Public taking acknowledgment

My Commission Expires: \_\_\_\_\_

## EXHIBIT B

### SWORN STATEMENT ON PUBLIC ENTITY CRIMES PURSUANT TO SECTION 287.133(2)(a), FLORIDA STATUTES

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the Gardens at Hammock Beach Community Development District.
2. I, \_\_\_\_\_ (print individual's name) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ (print individual's title) for \_\_\_\_\_ ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is \_\_\_\_\_  
\_\_\_\_\_
4. Contractor's Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
  
(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that a "public entity crime" as defined in Section 287.133(1)(g), *Florida Statutes*, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
6. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), *Florida Statutes*, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere
7. I understand that an "affiliate" as defined in Section 287.133(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of a person convicted of a public entity crime; or,
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
8. I understand that a "person" as defined in Section 287.133(1)(e), *Florida Statutes* any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

9. Based on information and belief, the statement which I have marked below is true in relation to the Contractor submitting this sworn statement. (Please indicate which statement applies.)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity, have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies):

\_\_\_\_\_ There has been a proceeding concerning the conviction before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before an Administrative Law Judge of the State of Florida, Division of Administrative Hearings. The final order entered by the Administrative Law Judge determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

\_\_\_\_\_ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Florida Department of Management Services.)

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS PUBLIC ENTITY CRIME AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN CONVICTED OF A PUBLIC ENTITY CRIME SUBSEQUENT TO JULY 1, 1989. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN CONVICTED OF A PUBLIC ENTITY CRIME, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT RECEIVED A CONVICTION. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

[CONTINUE ON NEXT PAGE]

Under penalties of perjury under the laws of the State of Florida, I declare that I have read the foregoing Sworn Statement under Section 287.133(3)(a), *Florida Statutes*, Regarding Public Entity Crimes and all of the information provided is true and correct.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

Sworn to (or affirmed) and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

[notary seal]

\_\_\_\_\_  
Signature of Notary Public taking acknowledgment

My Commission Expires: \_\_\_\_\_

**EXHIBIT C**

**GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT**  
**TRENCH SAFETY ACT COMPLIANCE STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that construction on the project comply with Occupational Safety and Health Administration Standard 29 C.F.R.s. 1926.650 Subpart P. The Contractor is required to execute this Compliance Statement and the Compliance Cost Statement. The costs for complying with the Trench Safety Act must be incorporated into the Contract Price.

This form must be certified in the presence of a notary public or other officer authorized to administer oaths.

**CERTIFICATION**

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. I will comply with The Trench Safety Act, and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.
2. The estimated cost imposed by compliance with The Trench Safety Act will be:  
\_\_\_\_\_ Dollars \$ \_\_\_\_\_  
(Written) (Figures)
3. The amount listed above has been included within the Contract Price.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Contractor: \_\_\_\_\_

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

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

[notary seal]

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_



**GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT  
TRENCH SAFETY ACT COMPLIANCE COST STATEMENT**

**INSTRUCTIONS**

Because trench excavations on this Project are expected to be in excess of 5 feet, Florida's Trench Safety Act, Sections 553.60 – 553.64, *Florida Statutes*, requires that the Contractor submit a statement of the costs of complying with the Trench Safety Act. Said costs must also be incorporated into the Contract Price. This form must be certified in the presence of a notary public or other officer authorized to administer oaths. By executing this statement, Contractor acknowledges that included in the various items of its Contract Price are costs for complying with the Florida Trench Safety Act. The Contractor further identifies the costs as follows:

Type of Trench Safety Mechanism	Quantity	Unit Cost <sup>1</sup>	Item Total Cost
<b>Project Total</b>			

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

Subcontractor: \_\_\_\_\_

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

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

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

[notary seal]

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_

<sup>1</sup> Use cost per linear square foot of trench excavation used and cost per square foot of shoring used.

**EXHIBIT D**

**GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT**  
**SWORN STATEMENT PURSUANT TO SECTION 287.134(2)(a), FLORIDA STATUTES,**  
**ON DISCRIMINATION**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to Gardens at Hammock Beach Community Development District.
2. I, \_\_\_\_\_ (print individual's name) am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of \_\_\_\_\_ (print individual's title) for \_\_\_\_\_ ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3. Contractor's business address is \_\_\_\_\_  
\_\_\_\_\_
4. Contractor's Federal Employer Identification Number (FEIN) is \_\_\_\_\_  
  
(If the Contractor has no FEIN, include the Social Security Number of the individual signing this sworn statement: \_\_\_\_\_.)
5. I understand that a "discrimination" or "discriminated" as defined in Section 287.134(1)(b), *Florida Statutes*, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion by an entity; if an appeal is made, the determination of liability does not occur until the completion of any appeals to a higher tribunal.
6. I understand that "discriminatory vendor list" as defined in Section 287.134(1)(c), *Florida Statutes*, means the list required to be kept by the Florida Department of Management Services pursuant to Section 287.134(3)(d), *Florida Statutes*.
7. I understand that "entity" as defined in Section 287.134(1)(e), *Florida Statutes*, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity.
8. I understand that an "affiliate" as defined in Section 287.134(1)(a), *Florida Statutes*, means:
  - a. A predecessor or successor of an entity that discriminated; or
  - b. An entity under the control of any natural person or entity that is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one entity of shares constituting a controlling interest in another entity, or a pooling of equipment or income among entities when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity
9. I understand that, pursuant to Section 287.134(2)(a), *Florida Statutes*, an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on

leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- \_\_\_ Neither the entity submitting this sworn statement, nor any affiliate of the entity, has been placed on the discriminatory vendor list.
  
- \_\_\_ The entity submitting this sworn statement, or an affiliate of the entity, appears on the discriminatory vendor list.

IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR/VENDOR EXECUTING THIS AFFIDAVIT TO VERIFY THAT NONE OF THE SUBCONTRACTORS/SUPPLIERS UTILIZED FOR THIS BID/QUOTE HAVE BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST. IN THE EVENT IT IS LATER DISCOVERED THAT A SUBCONTRACTOR/SUPPLIER HAS BEEN PLACED ON THE DISCRIMINATORY VENDOR LIST, THE CONTRACTOR/VENDOR SHALL SUBSTITUTE THE SUBCONTRACTOR/ SUPPLIER WITH ANOTHER WHO HAS NOT PLACED ON THE DISCRIMINATORY VENDOR LIST. ANY COST ASSOCIATED WITH THIS SUBSTITUTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR/VENDOR.

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY.

\_\_\_\_\_  
Signature by authorized representative of Proposer

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

Sworn to (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

[notary seal]

\_\_\_\_\_  
Signature of Notary Public taking acknowledgement

My Commission Expires: \_\_\_\_\_

## **SECTION VII**

**RESOLUTION 2023-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AN INDIVIDUAL DESIGNATED BY THE BOARD OF SUPERVISORS TO ACT AS THE DISTRICT'S PURCHASING AGENT FOR THE PURPOSE OF PROCURING, ACCEPTING, AND MAINTAINING ANY AND ALL CONSTRUCTION MATERIALS NECESSARY FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE OR COMPLETION OF THE DISTRICT'S INFRASTRUCTURE IMPROVEMENTS AS PROVIDED IN THE DISTRICT'S ADOPTED IMPROVEMENT PLAN; PROVIDING FOR THE APPROVAL OF A WORK AUTHORIZATION; PROVIDING FOR PROCEDURAL REQUIREMENTS FOR THE PURCHASE OF MATERIALS; APPROVING THE FORM OF A PURCHASE REQUISITION REQUEST; APPROVING THE FORM OF A PURCHASE ORDER; APPROVING THE FORM OF A CERTIFICATE OF ENTITLEMENT; AUTHORIZING THE PURCHASE OF INSURANCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Gardens at Hammock Beach Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate and/or maintain systems and facilities for certain basic infrastructure; and

**WHEREAS**, the District Board of Supervisors (the "Board"), upon recommendation of the District Engineer, has adopted or will adopt an improvement plan for the construction and installation of certain infrastructure improvements within the District (the "Improvements"); and

**WHEREAS**, the District has or will enter into various construction contracts for the construction and installation of the Improvements (the "Construction Contracts"); and

**WHEREAS**, the Construction Contracts allow, or will be amended to allow, for the direct purchase by the District of certain construction materials necessary for those contracts; and

**WHEREAS**, the District has determined that such direct purchase of construction materials will provide a significant construction cost reduction that is in the best interest of the District; and

**WHEREAS**, the District desires to have a District representative who is familiar with the project and who is knowledgeable in the area of procuring and handling construction materials act as its representative.

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

**SECTION 1.** The District Engineer, the District Manager or another individual as shall be appointed by the Board (the "Purchasing Agent") shall have the full authority of the District to issue purchase orders or enter into purchase agreements on behalf of the District at such times and intervals as it determines necessary for the timely receipt of construction materials required by the Contractor for the prosecution of the construction project.

**SECTION 2.** The Purchasing Agent shall purchase on behalf of the District only those materials identified in the Construction Contracts and in amounts not to exceed the cost amount contained therein and as included in the Construction Contracts.

**SECTION 3.** The Purchasing Agent shall be authorized to purchase on behalf of the District any additional construction materials that are identified in a schedule of values associated with any change order(s) to the Construction Contracts or that of any subcontractor to the Contractor which is approved by the District.

**SECTION 4.** Should the District Engineer act as the Purchasing Agent for any given Construction Contract, a work authorization of the District Engineer, a form of which is attached hereto as **Exhibit A**, is hereby approved and/or ratified, and the District Engineer shall be paid such reasonable fees, costs and expenses, related to its actions as the District's Purchasing Agent as provided for in the District Engineer's agreement with the District.

**SECTION 5.** The Purchasing Agent is further authorized to take any other administrative actions that are consistent with his/her duties as the District's Purchasing Agent, including but not limited to, negotiating for lower prices on materials from other suppliers, arranging for the storage, delivery, and protection of purchased materials, and sending and receiving notices and releases as are required by law.

**SECTION 6.** The District Manager is hereby directed to purchase Builders All Risk Insurance on behalf of the District and with the District as the named insured in such amounts as are necessary to cover the estimated costs of the construction materials pursuant to the Construction Contract.

**SECTION 7.** The procurement procedures and its exhibits, attached hereto as **Composite Exhibit B** and incorporated herein by reference, are hereby approved and/or ratified, and shall be used by the Purchasing Agent for the purchase of construction materials on behalf of the District.

**SECTION 8.** The actions of current and prior members of the Board and District staff in effectuating the District's direct purchase of materials relative to the Construction Contracts, including but not limited to the execution of any documents related therewith, are hereby

determined to be in accordance with the prior authorizations of the District’s Chairman, Vice Chair in the Chairman’s absence, and/or the Board, and are hereby ratified, approved and confirmed all respects.

**SECTION 9.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 10.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 19<sup>th</sup> day of May, 2023.

ATTEST:

**GARDENS AT HAMMOCK BEACH  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary / Assistant Secretary

By: \_\_\_\_\_  
Chairman / Vice Chairman

**EXHIBIT A**

**Work Authorization**

\_\_\_\_\_, 2023

Board of Supervisors  
Gardens at Hammock Beach Community Development District  
219 East Livingston Street  
Orlando, Florida 32801

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

Dear Chairman, Board of Supervisors:

\_\_\_\_\_ (the "Engineer") is pleased to submit this work authorization to provide engineering services for the Gardens at Hammock Beach Community Development District (the "District"). We will provide these services pursuant to our current agreement dated \_\_\_\_\_ (the "Engineering Agreement") as follows:

**I. Scope of Work**

The Engineer will act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District's Improvements in accordance with the procurement procedures adopted by the Board of Supervisors.

**II. Compensation**

The Engineer will be compensated for this work at the hourly rates established pursuant to the Engineering Agreement.

**III. Other Direct Costs**

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This work authorization, together with the Engineering Agreement, represents the entire understanding between the District and the Engineer with regard to the referenced services and supersedes any previously executed proposal or agreement related to the provision of such services. If you wish to accept this work authorization, please sign where indicated and return to our office. Thank you for the opportunity to be of service.

APPROVED AND ACCEPTED

Sincerely,

By: \_\_\_\_\_  
Authorized Representative of District  
Date: \_\_\_\_\_

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



## COMPOSITE EXHIBIT B

### **PROCUREMENT PROCEDURES FOR OWNER PURCHASED MATERIAL**

1. Purchase Requisition Request Forms. At least ten (10) calendar days prior to CONTRACTOR ordering construction materials, CONTRACTOR shall prepare and forward to the Gardens at Hammock Beach Community Development District (the "OWNER") a separate Purchasing Requisition Request Form for each supplier in the form attached hereto as **Attachment 1**, specifically identifying the construction materials which CONTRACTOR plans to order from each supplier so that OWNER may, in its sole discretion, elect to purchase directly such construction materials.
  
2. Purchase Orders. After receipt of the Purchasing Requisition Request Form, the OWNER shall prepare Purchase Orders in the form attached hereto as **Attachment 2**, for construction materials which the OWNER wishes to purchase directly. Purchase Orders shall require that the supplier provide required shipping and handling insurance. Purchase Orders shall also require the delivery of the Owner Purchased Materials on the delivery dates provided by the CONTRACTOR in the Purchasing Requisition Request Form. Pursuant to the Purchase Order, the supplier will provide the CONTRACTOR the required quantities of construction material at the price established in the supplier's quote less any associated sales tax.
  
3. Certificate of Entitlement. The OWNER shall execute a separate Certificate of Entitlement for each Purchase Order in the form attached hereto as **Attachment 3**, and furnish a copy of same to the supplier and to the CONTRACTOR in accordance with Section 4. Each Certificate of Entitlement must have attached thereto the corresponding Purchase Order.

Each Certificate of Entitlement shall acknowledge that if the Department of Revenue determines the purchase is not a tax exempt purchase by a governmental entity, then the governmental entity will be responsible for any tax, penalties and interest determined to be due.

Each Certificate of Entitlement shall affirm that: (1) the attached Purchase Order is being issued directly to the vendor supplying the tangible personal property the CONTRACTOR will use in the identified public works; (2) the vendor's invoice will be issued directly to the governmental entity; (3) payment of the vendor's invoice will be made directly by the governmental entity to the vendor from public funds; (4) the governmental entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor; and (5) the governmental entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

4. Transmission of Certificate of Entitlement and Attached Purchase Order. At least two (2) calendar days prior to CONTRACTOR placing OWNER'S order for the construction materials, OWNER shall forward each Certificate of Entitlement, together with the attached Purchase Order, to CONTRACTOR and to supplier. Promptly upon receipt of the Owner Purchased Materials specified in each Purchase Order, CONTRACTOR shall verify the purchase of the Owner Purchased

Materials in accordance with the terms of the Purchase Order and in a manner to assure timely delivery of the Owner Purchased Materials.

5. Notice of Reduction in Contract Price. On or about the last business day of each month, OWNER shall deliver to the CONTRACTOR a Notice of Reduction in Contract Price (hereinafter "Notice"). Each Notice shall list all Owner Purchased Materials for the respective month and the total price for all such construction materials, plus all sales taxes which would have been associated with such construction materials had the CONTRACTOR purchased the construction materials. Each Notice may also include the total price and sales tax (had CONTRACTOR purchased) for any previously purchased Owner Purchased Materials which for any reason were not previously deducted from the contract price. The contract price will be reduced automatically and as a ministerial task by the amount set forth in each Notice. Each Notice will also reflect the amended contract balance reflecting the deductions taken in said Notice.

The intent of this provision is to cause the contract price to be reduced automatically by the amount OWNER pays for Owner Purchased Materials plus the amount of applicable sales tax that would have been paid for such construction materials, had the CONTRACTOR or any other non-tax exempt entity purchased the construction materials. All savings of sales taxes shall accrue solely to the benefit of OWNER, and CONTRACTOR shall not benefit whatsoever from savings of any such taxes.

6. Payment for Owner Purchased Materials. In order to arrange for the prompt payment to suppliers, the CONTRACTOR shall provide to the OWNER a list indicating on behalf of the owner of the Owner Purchased Materials within fifteen (15) calendar days of receipt of said Owner Purchased Materials. The list shall include a copy of the applicable Purchase Orders, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the OWNER. Upon receipt of the appropriate documentation, the OWNER shall prepare a check drawn to the supplier based upon the receipt of data provided. OWNER will make payment to each supplier. The CONTRACTOR agrees to assist the OWNER to immediately obtain appropriate partial or final release of waivers.

OWNER shall be responsible for the full payment of all valid and due invoices for Owner Purchased Materials and shall not be entitled to retain the standard ten (10%) percent amount of the progress payment due to the CONTRACTOR as is otherwise provided for in the contract documents.

CONTRACTOR shall affirm that the vendor supplying the Owner Purchased Materials is not also the installer of the Owner Purchased Materials. CONTRACTOR shall further affirm that the installer of the Owner Purchased Materials did not manufacture, fabricate or furnish the Owner Purchased Materials.

7. CONTRACTOR Responsibilities. CONTRACTOR shall be fully responsible for all matters relating to ordering, storing, protecting, receipt, and handling for all construction materials including Owner Purchased Materials, in accordance with these procedures including, but not

limited to, verifying correct quantities, verifying documents of orders in a timely manner, coordinating purchases, providing and obtaining all warranties and guarantees required by the contract documents, inspection and acceptance on behalf of the owner of the construction materials at the time of delivery, and loss or damage to the construction materials following acceptance of construction materials, due to the negligence of the CONTRACTOR. CONTRACTOR shall serve as bailee with respect to such Owner Purchased Materials. The CONTRACTOR shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the CONTRACTOR for the construction materials furnished including Owner Purchased Materials. The CONTRACTOR shall provide all services required for the unloading, handling and storage of construction materials through installation including Owner Purchased Materials. The CONTRACTOR agrees to indemnify and hold harmless the OWNER from any and all claims of whatever nature resulting from non-payment for Owner Purchased Materials arising from CONTRACTOR actions.

7.1 Inspection and Documentation. As Owner Purchased Materials are delivered to the job site, CONTRACTOR shall visually inspect all shipments from the suppliers, and approve the vendor's invoice for construction materials delivered. The CONTRACTOR shall assure that each delivery of Owner Purchased Material is accompanied by documentation adequate to identify the Purchase Order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the Purchase Order together with such additional information as the OWNER may require. All invoices for Owner Purchase Materials shall include the Owner's consumer certificate of exemption number. The CONTRACTOR will then forward all such invoices to the OWNER. On or about the 15th and last day of each month (or the next succeeding business day), CONTRACTOR shall review all invoices submitted by all suppliers of Owner Purchased Materials delivered to the Project site(s) during that month and either concur or object to the OWNER's issuance of payment to the suppliers, based upon CONTRACTOR's records of Owner Purchased Materials delivered to the site and whether any defects or non-conformities exist in such Owner Purchased Materials.

7.2 Warranties, Guarantees, Repairs and Maintenance. The CONTRACTOR shall be responsible for obtaining and managing on behalf of the Owner all warranties and guarantees for all construction materials as required by the contract documents and shall fully warrant all construction materials including all Owner Purchased Materials. OWNER's purchase of various construction materials shall not in any manner impact or reduce CONTRACTOR's duty to warrant said construction materials. The OWNER may forward all repair, maintenance, non-conforming construction materials calls, or any other issues relating to the construction materials to the CONTRACTOR for resolution with the appropriate supplier, vendor, or subcontractor. The CONTRACTOR shall resolve all such calls or issues.

7.3 Records and Accountings. The CONTRACTOR shall maintain records of all Owner Purchased Materials it incorporates into the work from the stock of Owner Purchased Materials in its possession as bailee. The CONTRACTOR shall account monthly to the OWNER for any Owner Purchased Materials delivered into the CONTRACTOR's possession, indicating portions of all such construction materials which have been incorporated into the work.

7.4 Defective or Non-conforming Construction Materials. The CONTRACTOR shall ensure that Owner Purchased Materials conform to specifications, and determine prior to incorporation into the work if such construction materials are defective or non-conforming, whether such construction materials are identical to the construction materials ordered, and match the description on the bill of lading. If the CONTRACTOR discovers defective or non-conforming Owner Purchased Material upon such visual inspection, the CONTRACTOR shall not utilize such non-conforming or defective construction materials in the work and instead shall promptly notify the OWNER of the defective or non-conforming conditions so repair or replacement of such construction materials can occur without any undue delay or interruption to the Project. If the CONTRACTOR fails to adequately and properly perform such inspection or otherwise incorporates into the Project defective or non-conforming Owner Purchased Materials, the condition of which it either knew or should have known by performance of an inspection, CONTRACTOR shall be responsible for all damages to OWNER resulting from CONTRACTOR's incorporation of such construction materials into the Project, including liquidated or delay damages.

8. Title. Notwithstanding the transfer of Owner Purchased Materials by the OWNER to the CONTRACTOR's possession as bailee for the OWNER, the OWNER shall retain legal and equitable title to any and all Owner Purchased Materials.

9. Insurance and Risk of Loss. The OWNER shall purchase and maintain Builder's Risk Insurance sufficient to protect against any loss or damage to Owner Purchased Materials. Owner shall be the named insured and such insurance shall cover the full value of any Owner Purchased Materials not yet incorporated into the Project during the period between the time the OWNER first takes title to any such Owner Purchased Materials and the time when the last of such Owner Purchased Materials is incorporated into the Project or consumed in the process of completing the Project.

10. No Damages for Delay. The OWNER shall in no way be liable for, and CONTRACTOR waives all claims for, any damages relating to or caused by alleged interruption or delay due to ordering or arrival of Owner Purchased Materials, defects, or other problems of any nature with such construction materials, late payment for such construction materials, or any other circumstance associated with Owner Purchased Materials, regardless of whether OWNER's conduct caused, in whole or in part, such alleged damages. The foregoing waiver by CONTRACTOR includes damages for acceleration and inefficiencies. CONTRACTOR accepts from OWNER as further and specific consideration for the foregoing waivers, OWNER's undertaking to pay for and finance all Owner Purchased Materials.

Attachment 1

**PURCHASE REQUISITION REQUEST FORM**

1. Contact Person for the material supplier.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

2. Manufacturer or brand, model or specification number of the item.

\_\_\_\_\_

3. Quantity needed as estimated by CONTRACTOR. \_\_\_\_\_

4. The price quoted by the supplier for the construction materials identified above.

\$ \_\_\_\_\_

5. The sales tax associated with the price quote. \$ \_\_\_\_\_

6. Shipping and handling insurance cost. \$ \_\_\_\_\_

7. Delivery dates as established by CONTRACTOR. \_\_\_\_\_

**OWNER: Gardens at Hammock Beach Community Development District**

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

**CONTRACTOR:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

Attachment 2

**PURCHASE ORDER**

1. **SEE ATTACHED PURCHASE REQUISITION REQUEST FORM DATED \_\_\_\_\_, 20\_\_.**
  
2. Gardens at Hammock Beach Community Development District State of Florida sales tax exemption certificate number: \_\_\_\_\_

Gardens at Hammock Beach Community Development District is the Purchaser of the construction materials purchased pursuant to this Purchase Order. Supplier shall provide for the required shipping and handling insurance cost for delivery of the construction materials by the delivery date specified in this Purchase Order.

**OWNER: Gardens at Hammock Beach Community Development District**

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

**CONTRACTOR:** \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature (Title)

\_\_\_\_\_  
Date

## Attachment 3

### CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of Gardens at Hammock Beach Community Development District (hereinafter "Governmental Entity"), Florida Consumer's Certificate of Exemption Number \_\_\_\_\_, affirms that the tangible personal property purchased pursuant to Purchase Order Number \_\_\_\_\_ from \_\_\_\_\_ (Vendor) on or after \_\_\_\_\_, 20\_\_ (date) will be incorporated into or become a part of a public facility as part of a public works contract pursuant to Contract # \_\_\_\_\_ with \_\_\_\_\_ (Name of Contractor) for the construction of \_\_\_\_\_.

The Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C.:

***You must initial each of the following requirements.***

\_\_\_ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.

\_\_\_ 2. The vendor's invoice will be issued directly to Governmental Entity.

\_\_\_ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.

\_\_\_ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.

\_\_\_ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

The Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in Section 212.08(6), F.S., and Rule 12A-1.094, F.A.C., the Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, the Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate of Entitlement and the facts stated in it are true.

\_\_\_\_\_  
Signature of Authorized Representative                      \_\_\_\_\_  
of Governmental Entity    Title

Gardens at Hammock Beach Community Development District \_\_\_\_\_  
Purchaser's Name    Date

Federal Employer Identification Number: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the Vendor's and the Contractor's books and records.



## SECTION VIII

**GARDENS AT HAMMOCK BEACH  
COMMUNITY DEVELOPMENT DISTRICT  
FLAGLER COUNTY, FLORIDA  
FINANCIAL REPORT  
FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2022**

**DRAFT**

**GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT  
FLAGLER COUNTY, FLORIDA**

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors  
Gardens at Hammock Beach Community Development District  
Flagler County, Florida

### Report on the Audit of the Financial Statements

#### ***Opinions***

We have audited the accompanying financial statements of the governmental activities and each major fund of Gardens at Hammock Beach Community Development District, Flagler County, Florida ("District") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2022, and the respective changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinions***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### ***Responsibilities of Management for the Financial Statements***

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

#### ***Auditor's Responsibilities for the Audit of the Financial Statements***

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

**DRAFT**

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

#### ***Required Supplementary Information***

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

#### ***Other Information Included in the Financial Report***

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

#### ***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated Xxxx, Xxxx, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Xxxx, Xxxx

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## MANAGEMENT'S DISCUSSION AND ANALYSIS

Our discussion and analysis of Gardens at Hammock Beach Community Development District, Flagler County, Florida ("District") provides a narrative overview of the District's financial activities for the fiscal year ended September 30, 2022. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

### FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position deficit balance of (\$32,383).
- The change in the District's total net position in comparison with the prior fiscal year was \$456 an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2022, the District's governmental funds reported combined ending fund balance of \$1,280, an increase of \$456, in comparison with the prior fiscal year. The fund balance is non spendable for prepaids and the remainder is unassigned deficit fund balance.

### OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by Developer contributions. The District does not have any business-type activities. The governmental activities of the District include the general government (management) function.

#### Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

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## OVERVIEW OF FINANCIAL STATEMENTS (Continued)

### Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains two governmental funds for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund and capital projects fund, both of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

### Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

### GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year.

Key components of the District's net position are reflected in the following table:

	NET POSITION	
	SEPTEMBER 30,	
	2022	2021
Current and other assets	\$ 7,153	\$ 13,920
Total assets	7,153	13,920
Current liabilities	5,873	13,096
Long-term liabilities	33,663	33,663
Total liabilities	39,536	46,759
Net position		
Net investment in capital assets	(33,663)	(33,663)
Unrestricted	1,280	824
Total net position	\$ (32,383)	\$ (32,839)

The District's net position increased during the most recent fiscal year.

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GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

Key elements of the change in net position are reflected in the following table:

	CHANGES IN NET POSITION	
	FOR THE FISCAL YEAR ENDED SEPTEMBER 30,	
	2022	2021
Revenues:		
Program revenues		
Operating grants and contributions	\$ 34,730	\$ 49,548
Total revenues	<u>34,730</u>	<u>49,548</u>
Expenses:		
General government	34,274	50,456
Total expenses	<u>34,274</u>	<u>50,456</u>
Change in net position	456	(908)
Net position - beginning	(32,839)	(31,931)
Net position - ending	<u>\$ (32,383)</u>	<u>\$ (32,839)</u>

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2022 was \$34,274. The costs of the District's activities were funded by program revenues which were comprised of Developer contributions.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2022.

CAPITAL DEBT

At September 30, 2022, the District had \$33,663 in Developer liabilities for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

Subsequent to fiscal year end, the Board is in discussion to issue Bonds in order to fund the construction and acquisition of infrastructure improvements.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

If you have questions about this report or need additional financial information, contact the Gardens at Hammock Beach Community Development District's Finance Department at 219 E. Livingston Street, Orlando, Florida, 32801.



**GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT  
 FLAGLER COUNTY, FLORIDA  
 STATEMENT OF NET POSITION  
 SEPTEMBER 30, 2022**

	Governmental Activities
<b>ASSETS</b>	
Cash and cash equivalents	\$ 319
Due from Developer	6,834
Total assets	7,153
<b>LIABILITIES</b>	
Accounts payable	5,873
Non-current liabilities:	
Due in more than one year	33,663
Total liabilities	39,536
<b>NET POSITION</b>	
Net investment in capital assets	(33,663)
Unrestricted	1,280
Total net position	\$ (32,383)

See notes to the financial statements

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**GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT  
 FLAGLER COUNTY, FLORIDA  
 STATEMENT OF ACTIVITIES  
 FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

<u>Functions/Programs</u>	Expenses	Program Revenues Operating Grants and Contributions	Net (Expense) Revenue and Changes in Net Position
Primary government:			
Governmental activities:			
General government	\$ 34,274	\$ 34,730	\$ 456
Total governmental activities	34,274	34,730	456
Change in net position			456
Net position - beginning			(32,839)
Net position - ending			\$ (32,383)

See notes to the financial statements

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**GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT  
FLAGLER COUNTY, FLORIDA  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
SEPTEMBER 30, 2022**

	Major Funds		Total Governmental Funds
	General	Capital Projects	
<b>ASSETS</b>			
Cash and cash equivalents	\$ 319	\$ -	\$ 319
Due from Developer	6,232	602	6,834
Total assets	<u>\$ 6,551</u>	<u>\$ 602</u>	<u>\$ 7,153</u>
<b>LIABILITIES AND FUND BALANCES</b>			
Liabilities:			
Accounts payable	\$ 5,271	\$ 602	\$ 5,873
Total liabilities	<u>5,271</u>	<u>602</u>	<u>5,873</u>
Fund balances:			
Unassigned	1,280	-	1,280
Total fund balances	<u>1,280</u>	<u>-</u>	<u>1,280</u>
Total liabilities and fund balances	<u>\$ 6,551</u>	<u>\$ 602</u>	<u>\$ 7,153</u>

See notes to the financial statement

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**GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT  
 FLAGLER COUNTY, FLORIDA  
 RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS  
 TO THE STATEMENT OF NET POSITION  
 SEPTEMBER 30, 2022**

Fund balance - governmental funds	\$	1,280
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Amounts reported for governmental activities in the statement of net position are different because:

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

Developer advances	<u>(33,663)</u>	<u>(33,663)</u>
Net position of governmental activities	\$	<u>(32,383)</u>

See notes to the financial statement

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**GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT  
 FLAGLER COUNTY, FLORIDA  
 STATEMENT OF REVENUES, EXPENDITURES,  
 AND CHANGES IN FUND BALANCES  
 GOVERNMENTAL FUNDS  
 FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

	Major Funds		Total Governmental Funds
	General	Capital Projects	
<b>REVENUES</b>			
Developer contributions	\$ 34,730	\$ -	\$ 34,730
Total revenues	34,730	-	34,730
<b>EXPENDITURES</b>			
Current:			
General government	34,274	-	34,274
Total expenditures	34,274	-	34,274
Excess (deficiency) of revenues over (under) expenditures	456	-	456
Fund balances - beginning	824	-	824
Fund balances - ending	\$ 1,280	\$ -	\$ 1,280

See notes to the financial statements

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**GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT  
FLAGLER COUNTY, FLORIDA  
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

Net change in fund balances - total governmental funds	\$	456
Amounts reported for governmental activities in the statement of activities are different because:		<hr/>
Change in net position of governmental activities	\$	<u>456</u>

See notes to the financial statements

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**GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT  
FLAGLER COUNTY, FLORIDA  
NOTES TO FINANCIAL STATEMENTS**

**NOTE 1 - NATURE OF ORGANIZATION AND REPORTING ENTITY**

Gardens at Hammock Beach Community Development District (the "District") was established by the Board of Commissioners of Flagler County's approval of Ordinance No. 2006-21 effective on October 9, 2006 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The Supervisors are elected on an at large basis by the owners of the property within the District. The Board exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes. At September 30, 2022, all of the Board members are affiliated with Palm Coast Intracoastal, LLC ("Developer").

The Board has the responsibility for:

1. Allocating and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

**NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

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## NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement* focus and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

### Assessments

Assessments are non-ad valorem assessments on benefited property within the District. Operating and maintenance assessments are based upon the adopted budget and levied annually at a public hearing of the District. Debt service assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the uniform method of collection under Florida Statutes. Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by the County Tax Collector on November 1 and due on or before March 31 of each year. Property owners may prepay a portion or all of the debt service assessments on their property subject to various provisions in the Bond documents.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

### General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

### Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.



## **NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity**

#### **Restricted Assets**

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

#### **Deposits and Investments**

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

#### **Prepaid Items**

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

#### **Capital Assets**

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

The District does not have any capital assets as of September 30, 2022.

#### **Unearned Revenue**

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

## NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

### Assets, Liabilities and Net Position or Equity (Continued)

#### Long-Term Obligations

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

#### Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

#### Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

## **NOTE 2 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)**

### **Assets, Liabilities and Net Position or Equity (Continued)**

#### **Fund Equity/Net Position (Continued)**

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

### **Other Disclosures**

#### **Use of Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

## **NOTE 3 - BUDGETARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriations for annually budgeted funds lapse at the end of the year.

## **NOTE 4 – DEPOSITS**

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

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## NOTE 5 – CAPITAL ASSETS

The infrastructure intended to serve the District has been estimated at a total cost of approximately \$20,185,000. The infrastructure will include roadways, potable water and wastewater systems, and land improvements, including wetland mitigation areas. In addition, the project will include irrigation, parks, and recreational facilities that will be constructed and operated by others. A portion of the project costs is expected to be financed with the proceeds from the issuance of Bonds with the remainder to be funded by the Developer and conveyed to the District. Upon completion, certain improvements are to be conveyed to others for ownership and maintenance responsibilities.

## NOTE 6 – LONG-TERM LIABILITIES

### Developer Advances

During prior fiscal year's, the Developer advanced \$33,663 to the District in order to fund costs associated with the anticipated issuance of Bonds. The advanced amounts are expected to be repaid to the Developer with proceeds from a future Bond issuance.

### Long-term Debt Activity

Changes in long-term liability activity for the fiscal year ended September 30, 2022 were as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
<u>Governmental activities</u>					
Developer advances	\$ 33,663	\$ -	\$ -	\$ 33,663	\$ -
Total	\$ 33,663	\$ -	\$ -	\$ 33,663	\$ -

## NOTE 7 - DEVELOPER TRANSACTIONS

The Developer has agreed to fund the general operations of the District. In connection with that agreement, Developer contributions to the general fund were \$34,730 as of September 30, 2022, which includes a receivable of \$6,834 as of September 30, 2022.

## NOTE 8 - CONCENTRATION

The District's activity is dependent upon the continued involvement of the Developer and major landowners, the loss of which could have a material adverse effect on the District's operations.

## NOTE 9 - MANAGEMENT COMPANY

The District has contracted with a management company to perform services which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

## NOTE 10 - RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations.

**GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT  
FLAGLER COUNTY, FLORIDA  
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN  
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND  
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

	<u>Budgeted Amounts</u> <u>Original and Final</u>	<u>Actual</u> <u>Amounts</u>	<u>Variance with</u> <u>Final Budget -</u> <u>Positive</u> <u>(Negative)</u>
<b>REVENUES</b>			
Developer Contributions	\$ 77,251	\$ 34,730	\$ (42,521)
Total revenues	77,251	34,730	(42,521)
<b>EXPENDITURES</b>			
Current:			
General government	77,251	34,274	42,977
Total expenditures	77,251	34,274	42,977
Excess (deficiency) of revenues over (under) expenditures	\$ -	456	\$ 456
Fund balance - beginning		824	
Fund balance - ending		\$ 1,280	

See notes to required supplementary information

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**GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT  
FLAGLER COUNTY, FLORIDA  
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2022.

**GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT  
 FLAGLER COUNTY, FLORIDA  
 OTHER INFORMATION – DATA ELEMENTS  
 REQUIRED BY FL STATUTE 218.39(3)(C)  
 UNAUDITED**

<u>Element</u>	<u>Comments</u>
Number of district employees compensated at 9/30/2022	3
Number of independent contractors compensated in September 2022	3
Employee compensation for FYE 9/30/2022 (paid/accrued)	\$3,600
Independent contractor compensation for FYE 9/30/2022	\$46,533
Budget variance report	See page 18 of annual financial report
Ad Valorem taxes;	Not applicable
Non ad valorem special assessments;	Not applicable

**INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT  
OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH  
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors  
Gardens at Hammock Beach Community Development District  
Flagler County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Gardens at Hammock Beach Community Development District, Flagler County, Florida ("District") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated Xxxx, Xxxx.

**Report on Internal Control Over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.



**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Xxxx, Xxxx

**INDEPENDENT AUDITOR’S REPORT ON COMPLIANCE WITH THE  
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY  
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors  
Gardens at Hammock Beach Community Development District  
Flagler County, Florida

We have examined Gardens at Hammock Beach Community Development District, Flagler County, Florida’s (“District”) compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2022. Management is responsible for District’s compliance with those requirements. Our responsibility is to express an opinion on District’s compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District’s compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2022.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Supervisors of Gardens at Hammock Beach Community Development District, Flagler County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

Xxxx, Xxxx

**MANAGEMENT LETTER PURSUANT TO THE RULES OF  
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors  
Gardens at Hammock Beach Community Development District  
Flagler County, Florida

**Report on the Financial Statements**

We have audited the accompanying basic financial statements of Gardens at Hammock Beach Community Development District, Flagler County, Florida ("District") as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated Xxxx, Xxxx.

**Auditor's Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

**Other Reporting Requirements**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated Xxxx, Xxxx, should be considered in conjunction with this management letter.

**Purpose of this Letter**

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. **Current year findings and recommendations.**
- II. **Status of prior year findings and recommendations.**
- III. **Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Gardens at Hammock Beach Community Development District, Flagler County, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Gardens at Hammock Beach Community Development District, Flagler County, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements, and the courtesies extended to us.

Xxxx, Xxxx

**DRAFT**

## REPORT TO MANAGEMENT

### I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

### II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

### III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2021.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2022.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2022.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2022. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 20.

# SECTION IX

## RESOLUTION 2023-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Gardens at Hammock Beach Community Development District (“**District**”) prior to June 15, 2023, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: July 21, 2023

HOUR: 12:30 P.M.

LOCATION: Hilton Garden Inn Palm Coast/Town Center  
55 Town Center, Blvd  
Palm Coast, Florida

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Flagler County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 19<sup>th</sup> DAY OF MAY, 2023.**

ATTEST:

**GARDENS AT HAMMOCK BEACH  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

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

***Gardens at Hammock Beach***  
***Community Development District***

***Proposed Budget***  
***FY 2024***





# Table of Contents

**1** General Fund

**2-5** General Fund Narrative

# Gardens at Hammock Beach

## Community Development District

### Proposed Budget

#### General Fund

Description	Adopted Budget FY2023	Actuals Thru 3/31/23	Projected Next 6 Months	Total Thru 9/30/23	Proposed Budget FY2024
<b>Revenues</b>					
Developer Contributions	\$ 80,048	\$ 27,941	\$ 32,482	\$ 60,422	\$ 80,623
<b>Total Revenues</b>	<b>\$ 80,048</b>	<b>\$ 27,941</b>	<b>\$ 32,482</b>	<b>\$ 60,422</b>	<b>\$ 80,623</b>
<b>Expenditures</b>					
<i>General &amp; Administrative</i>					
Supervisor Fees	\$ 7,200	\$ 800	\$ 3,600	\$ 4,400	\$ 7,200
FICA Expense	\$ 551	\$ 61	\$ 275	\$ 337	\$ 551
Engineering	\$ 5,000	\$ -	\$ 2,500	\$ 2,500	\$ 5,000
Attorney	\$ 5,000	\$ 2,308	\$ 2,500	\$ 4,808	\$ 5,000
Dissemination	\$ 3,500	\$ -	\$ -	\$ -	\$ 3,500
Arbitrage	\$ 450	\$ -	\$ -	\$ -	\$ 450
Trustee Fees	\$ 4,050	\$ -	\$ -	\$ -	\$ 4,050
Annual Audit	\$ 3,300	\$ -	\$ -	\$ -	\$ 3,300
Management Fees	\$ 36,750	\$ 18,375	\$ 18,375	\$ 36,750	\$ 36,750
Information Technology	\$ 750	\$ 375	\$ 375	\$ 750	\$ 750
Website Maintenance	\$ 500	\$ 250	\$ 250	\$ 500	\$ 500
Telephone	\$ 100	\$ -	\$ 50	\$ 50	\$ 100
Postage	\$ 750	\$ 63	\$ 375	\$ 438	\$ 750
Insurance	\$ 5,822	\$ 5,563	\$ -	\$ 5,563	\$ 6,397
Printing & Binding	\$ 500	\$ 6	\$ 250	\$ 256	\$ 500
Legal Advertising	\$ 5,000	\$ 719	\$ 2,500	\$ 3,219	\$ 5,000
Other Current Charges	\$ 525	\$ 351	\$ 263	\$ 614	\$ 525
Office Supplies	\$ 125	\$ 1	\$ 63	\$ 63	\$ 125
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ -	\$ 175	\$ 175
<b>Total Expenditures</b>	<b>\$ 80,048</b>	<b>\$ 29,047</b>	<b>\$ 31,375</b>	<b>\$ 60,422</b>	<b>\$ 80,623</b>
<b>Excess Revenues/(Expenditures)</b>	<b>\$ -</b>	<b>\$ (1,106)</b>	<b>\$ 1,106</b>	<b>\$ -</b>	<b>\$ -</b>

**Gardens at Hammock Beach**  
**Community Development District**  
**GENERAL FUND BUDGET**

**REVENUES:**

*Developer Contributions*

The District will enter into a Funding Agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

---

**EXPENDITURES:**

**General & Administrative:**

*Supervisors Fees*

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each supervisor for the time devoted to District business and meetings. The amount is based on 3 supervisors attending 12 meetings during the fiscal year.

*FICA Expense*

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisor checks.

*Engineering*

The District's engineer provides general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc. The District has contracted with Parker, Mynchenberg & Associates, Inc. for this service.

*Attorney*

The District's legal counsel provides general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements, resolutions, etc. as directed by the Board of Supervisors and the District Manager. The District has contract with Chiumento, Dwyer, Hertel, Grant, P.L. for this service.

**Gardens at Hammock Beach**  
**Community Development District**  
**GENERAL FUND BUDGET**

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues. Governmental Management Services – Central Florida, LLC provides these services.

Arbitrage

The District will contract with AMTEC, an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on any future bond issuance.

Trustee Fees

The District will pay annual trustee fees for any future bond issuance that are deposited with a Trustee at US Bank, N.A.

Annual Audit

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm. Grau & Associates will provide this services.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reporting, etc.

Information Technology

Represents various cost of information technology for the District such as video conferencing, cloud storage and servers, positive pay implementation and programming for fraud protection, accounting software, tablets for meetings, Adobe, Microsoft Office, etc. Governmental Management Services – Central Florida, LLC provides these services.

**Gardens at Hammock Beach**  
**Community Development District**  
**GENERAL FUND BUDGET**

Website Maintenance

Represents the costs associated with monitoring and maintaining the District's website created in accordance with Chapter 189, Florida Statutes. These services include site performance assessments, security and firewall maintenance, updates, document uploads, hosting and domain renewals, website backups, etc. Governmental Management Services – Central Florida, LLC provides these services.

Telephone

Telephone and fax machine.

Postage

The District incurs charges for mailing of Board meeting agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability and public officials liability insurance coverage is provided by Florida Insurance Alliance (FIA). FIA specializes in providing insurance coverage to governmental agencies.

Printing & Binding

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Legal Advertising

The District is required to advertise various notices for Board meetings, public hearings, etc in a newspaper of general circulation.

Other Current Charges

Bank charges and any other miscellaneous expenses incurred during the fiscal year.

**Gardens at Hammock Beach**  
**Community Development District**  
**GENERAL FUND BUDGET**

Office Supplies

Any supplies that may need to be purchased during the fiscal year, e.g., paper, minute books, file folders, labels, paper clips, etc. Governmental Management Services – Central Florida, LLC provides these services.

Dues, Licenses & Subscriptions

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

# SECTION X

# SECTION C



# SECTION 1

***Gardens at Hammock Beach***  
***Community Development District***

***Unaudited Financial Reporting***  
***March 31, 2023***



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

# Gardens at Hammock Beach

## Community Development District

### Combined Balance Sheet

March 31, 2023

	<i>General Fund</i>	
<b>Assets:</b>		
<b>Cash:</b>		
Operating Account	\$	177
Due From Developer	\$	11,113
<b>Total Assets</b>	<b>\$</b>	<b>11,290</b>
<b>Liabilities:</b>		
Accounts Payable	\$	11,117
<b>Total Liabilities</b>	<b>\$</b>	<b>11,117</b>
<b>Fund Balances:</b>		
Unassigned	\$	174
<b>Total Fund Balances</b>	<b>\$</b>	<b>174</b>
<b>Total Liabilities &amp; Fund Balance</b>	<b>\$</b>	<b>11,290</b>

# Gardens at Hammock Beach

## Community Development District

### General Fund

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending March 31, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 03/31/23	Thru 03/31/23	Variance
<b>Revenues</b>				
Developer Contributions	\$ 80,048	\$ 27,941	\$ 27,941	\$ -
<b>Total Revenues</b>	<b>\$ 80,048</b>	<b>\$ 27,941</b>	<b>\$ 27,941</b>	<b>\$ -</b>
<b>Expenditures:</b>				
<b><i>General &amp; Administrative:</i></b>				
Supervisor Fees	\$ 7,200	\$ 3,600	\$ 800	\$ 2,800
FICA Expense	\$ 551	\$ 275	\$ 61	\$ 214
Engineering	\$ 5,000	\$ 2,500	\$ -	\$ 2,500
Attorney	\$ 5,000	\$ 2,500	\$ 2,308	\$ 192
Dissemination	\$ 3,500	\$ -	\$ -	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Trustee Fees	\$ 4,050	\$ -	\$ -	\$ -
Annual Audit	\$ 3,300	\$ -	\$ -	\$ -
Management Fees	\$ 36,750	\$ 18,375	\$ 18,375	\$ -
Information Technology	\$ 750	\$ 375	\$ 375	\$ -
Website Maintenance	\$ 500	\$ 250	\$ 250	\$ (0)
Telephone	\$ 100	\$ 50	\$ -	\$ 50
Postage	\$ 750	\$ 375	\$ 63	\$ 312
Insurance	\$ 5,822	\$ 5,822	\$ 5,563	\$ 259
Printing & Binding	\$ 500	\$ 250	\$ 6	\$ 244
Legal Advertising	\$ 5,000	\$ 2,500	\$ 719	\$ 1,781
Other Current Charges	\$ 525	\$ 263	\$ 351	\$ (89)
Office Supplies	\$ 125	\$ 63	\$ 1	\$ 62
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
<b>Total Expenditures</b>	<b>\$ 80,048</b>	<b>\$ 37,372</b>	<b>\$ 29,047</b>	<b>\$ 8,326</b>
<b>Excess (Deficiency) of Revenues over Expenditures</b>	<b>\$ -</b>		<b>\$ (1,106)</b>	
<b>Fund Balance - Beginning</b>	<b>\$ -</b>		<b>\$ 1,280</b>	
<b>Fund Balance - Ending</b>	<b>\$ -</b>		<b>\$ 174</b>	

**Gardens at Hammock Beach**  
Community Development District  
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Total
<b>REVENUES</b>													
Developer Contributions	\$ 8,913	\$ 3,588	\$ -	\$ 4,326	\$ 7,793	\$ 3,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,941
<b>Total Revenues</b>	\$ 8,913	\$ 3,588	\$ -	\$ 4,326	\$ 7,793	\$ 3,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,941
<b>EXPENDITURES</b>													
<b>General &amp; Administrative</b>													
Supervisor Fees	\$ -	\$ 800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800
FICA Expense	\$ -	\$ 61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 61
Engineering	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Attorney	\$ 1,155	\$ 1,027	\$ -	\$ -	\$ 126	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,308
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Fees	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ 3,063	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18,375
Information Technology	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 375
Website Maintenance	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ 42	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 7	\$ 0	\$ 3	\$ -	\$ -	\$ 52	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 63
Insurance	\$ 5,563	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,563
Printing & Binding	\$ 2	\$ -	\$ 1	\$ 4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6
Legal Advertising	\$ 421	\$ 44	\$ 226	\$ -	\$ 27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 719
Other Current Charges	\$ 50	\$ 38	\$ 39	\$ 148	\$ 38	\$ 38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 351
Office Supplies	\$ 0	\$ 0	\$ 0	\$ -	\$ 0	\$ 0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
<b>Total Expenditures</b>	\$ 10,540	\$ 5,137	\$ 3,437	\$ 3,318	\$ 3,409	\$ 3,205	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,047
<b>Excess (Deficiency) of Revenues over Expenditures</b>	\$ (1,626)	\$ (1,550)	\$ (3,437)	\$ 1,008	\$ 4,383	\$ 115	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (1,106)

# Gardens at Hammock Beach

Community Development District  
 Developer Contributions/Due from Developer FY2023

Funding Request #	Date Prepared	Date Payment Received	Check Amount	Total Funding Request	General Fund Portion (22)	General Fund Portion (23)	Capital (Due From Developer)	Over and (short) Balance Due
FY 2023								
13	10/13/22	11/17/22	\$ 9,709.68	\$ 9,709.68	\$ 971.20	\$ 8,738.48	\$ -	\$ -
14	11/3/22	44887	\$ 3,414.16	\$ 3,414.16	\$ 2,637.16	\$ 175.00	\$ 602.00	\$ -
15	11/16/22	11/19/22	\$ 3,587.67	\$ 3,587.67	\$ -	\$ 3,587.67	\$ -	\$ -
16	1/4/23	1/25/23	\$ 4,326.32	\$ 4,326.32	\$ -	\$ 4,326.32	\$ -	\$ -
17	2/10/23		\$ -	\$ 7,792.69	\$ -	\$ 7,792.69	\$ -	\$ 7,792.69
18	3/22/23		\$ -	\$ 3,320.38	\$ -	\$ 3,320.38	\$ -	\$ 3,320.38
<b>Due from Developer</b>				<b>\$ 21,037.83</b>	<b>\$ 32,150.90</b>	<b>\$ 27,940.54</b>	<b>\$ 602.00</b>	<b>\$ 11,113.07</b>

**Total Developer Contributions FY23**  
\$ 27,940.54

# SECTION 2



# Gardens At Hammock Beach

Community Development District

Funding Request FY22 - #11  
August 22, 2022

		General Fund FY2022
<b>1</b>	<b>Governmental Management Services-CF, LLC</b>	
	Inv# 104 - Management Fees - August 2022	\$ 1,634.21
<b>2</b>	<b>Supervisor Fees - August 19, 2022</b>	
	William Livingston	\$ 215.30
	Clint Smith	\$ 215.30
	David Lusby	\$ 215.30
	Dave Root	\$ 215.30
		<b>\$ 2,495.41</b>
		<b>Total: \$ 2,495.41</b>

Please make check payable to:

**Gardens at Hammock Beach CDD**  
6200 Lee Vista Boulevard, Suite 300  
Orlando, FL 32822

upload

**GMS-Central Florida, LLC**  
1001 Bradford Way  
Kingston, TN 37763

# Invoice

**Invoice #:** 104  
**Invoice Date:** 8/1/22  
**Due Date:** 8/1/22  
**Case:**  
**P.O. Number:**

**Bill To:**  
Gardens at Hammock Beach CDD  
219 E. Livingston St.  
Orlando, FL 32801

3

Description	Hours/Qty	Rate	Amount
Management Fees - August 2022	3,573.34	1,458.33	1,458.33
Website Administration - August 2022	342	33.33	33.33
Information Technology - August 2022	351	50.00	50.00
Office Supplies	570	0.06	0.06
Postage	420	43.44	43.44
Copies	425	49.05	49.05

**Total** \$1,634.21

**Payments/Credits** \$0.00

**Balance Due** \$1,634.21

RECEIVED AUG 08 2022



# Gardens At Hammock Beach

Community Development District

Funding Request FY22 - #12

September 13, 2022

<b>Payee</b>	<b>General Fund FY2022</b>
<b>1 Chiumento Law, PLLC</b> Inv# 14514 - July 2022	\$ 592.50
<b>2 Localiq</b> Inv# 464679 - Notice of Meeting - 7/1/22	\$ 369.84
<b>3 Governmental Management Services-CF, LLC</b> Inv# 105 - Management Fees - September 2022	\$ 1,561.46
<b>4 Banking Fees</b>	\$ 100.00
	<b>\$ 2,623.80</b>
<hr/>	
	<b>Total: \$ 2,623.80</b>

Please make check payable to:

**Gardens at Hammock Beach CDD**

6200 Lee Vista Boulevard, Suite 300

Orlando, FL 32822

**Chiumento Law, PLLC**  
145 City Place, Suite 301  
Palm Coast, FL 32164  
Email: [chiumento@legalteamforlife.com](mailto:chiumento@legalteamforlife.com)  
Office: (386) 445-8900  
[www.legalteamforlife.com](http://www.legalteamforlife.com)



**Bill to:**

**Gardens at Hammock Beach Community Development District (CDD)**  
c/o Governmental Management Services - Central FL  
6200 Lee Vista Blvd  
Suite 300  
Orlando, FL 32822

**INVOICE**

To July 31, 2022

Invoice Date August 17, 2022  
Invoice Number 14514  
Due Date Due Upon Receipt

[Invoices@gmscfl.com](mailto:Invoices@gmscfl.com)

**Gardens at Hammock Beach CDD-General Representation 190581**

RECEIVED

**Account Summary**

Previous Balance	\$118.00
Payments Received	\$0.00
Outstanding Balance	\$118.00
Current Invoice	\$592.50
<b>Gardens at Hammock Beach CDD-General Representation - Prepaid Balance</b>	<b>\$0.00</b>

**Total Due \$710.50**

Pay Online  
Click the link or scan the code  
with your device to pay online.



<https://firmcentral.westlaw.com/pay/DD2L79W>

**Payment Transactions**

Date	Type	Invoice #	Description	Amount
<i>No payments have been made on this account.</i>				

**Fee Detail**

Date		Description	Hours	Rate	Total
7/29/2022	MC	Prepared for and attend monthly board of supervisors meeting.	1.50	\$395.00/hr	\$592.50
<b>Hours Total</b>			<b>1.50</b>	<b>Fee Total</b>	<b>\$592.50</b>

**Expense Detail**

Date	Description	Quantity	Rate	Total
<i>No expenses have been charged for this invoice.</i>				
<b>Expenses Total</b>				<b>\$0.00</b>


Fees	\$592.50
Expense	\$0.00
<b>Current Due</b>	<b>\$592.50</b>
<b>Outstanding Balance</b>	<b>\$118.00</b>
<b>Total Due</b>	<b>\$710.50</b>

**Timekeeper Summary**

Timekeeper	Hours	
Michael Chiumento III	1.50	
<b>Total Hours</b>		<b>1.50</b>

# LOCALiQ

The Daytona Beach News-Journal  
Daytona Pennysaver

<b>ACCOUNT NAME</b> Gardens At Hammock Beach		<b>ACCOUNT #</b> 464679	<b>PAGE #</b> 1 of 1
<b>INVOICE #</b> 0004789895	<b>BILLING PERIOD</b> Jul 1- Jul 31, 2022	<b>PAYMENT DUE DATE</b> August 20, 2022	
<b>PREPAY (Memo Info)</b> \$0.00	<b>UNAPPLIED (Included in amt due)</b> \$0.00	<b>TOTAL AMOUNT DUE</b> <b>\$424.00</b>	
<b>BILLING ACCOUNT NAME AND ADDRESS</b>  Gardens At Hammock Beach 219 E. Livingston St. Orlando, FL 32801-1508 		<b>BILLING INQUIRIES/ADDRESS CHANGES</b> 1-877-736-7812 or smb@ccc.gannett.com	<b>FEDERAL ID</b> 47-2390883
<p><b>Legal Entity:</b> Gannett Media Corp.  <b>Terms and Conditions:</b> Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.          All funds payable in US dollars.</p>			

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Date	Description	Amount
7/1/22	Balance Forward	\$54.16

CK 23

**Legal Advertising:**

Date range	Product	Order Number	Description	PO Number	Runs	Ad Size	Net Amount
7/27/22	DTB Flagler/ Palm Coast News Tribune	756522B	Gardens at hammock Beach Notice of Public Hearing		1	3.0000 x 21 in	\$347.76

**Package Advertising:**

Start-End Date	Order Number	Description	PO Number	Package Cost
7/6/22	7477815	Public Notice-Gardens at Hammock Beach CDD - 1008098		\$22.08

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

# LOCALiQ

The Daytona Beach News-Journal  
Daytona Pennysaver

<b>ACCOUNT NAME</b> Gardens At Hammock Beach	<b>PAYMENT DUE DATE</b> August 20, 2022	<b>AMOUNT PAID</b>
<b>ACCOUNT NUMBER</b> 464679	<b>INVOICE NUMBER</b> 0004789895	

CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL AMOUNT DUE
\$369.84	\$0.00	\$54.16	\$0.00	\$0.00	\$0.00	\$424.00

**REMITTANCE ADDRESS** (include Account# & Invoice# on check)  
  
Daytona Beach News-Journal  
P.O. Box 630476  
Cincinnati, OH 45263-0476

**TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:**

VISA     MASTERCARD     DISCOVER     AMEX

Card Number \_\_\_\_\_  
Exp Date \_\_\_\_/\_\_\_\_/\_\_\_\_    CVV Code \_\_\_\_\_  
Signature \_\_\_\_\_    Date \_\_\_\_\_

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RECEIVED SEP 02 2022

THE FLAGLER/PALM COAST  
**NEWS-TRIBUNE** P.O. Box 630476, Cincinnati, OH 45263-0476

**PROOF OF PUBLICATION**

Lauren Vanderveer  
Gardens At Hammock Beach  
219 E Livingston ST  
Orlando FL 32801-1508

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who, on oath says that he/she is LEGAL COORDINATOR of The Flagler/Palm Coast NEWS-TRIBUNE, a weekly newspaper, published in Flagler County, Florida; that the attached copy of advertisement, being a Public Notices in the Court, was published in said newspaper in the issues dated or by publication on the newspaper's website, if authorized, on:

07/27/2022, 08/03/2022

Affiant further says that The Flagler/Palm Coast News-Tribune is a newspaper published in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida each Wednesday and has been entered as second-class mail matter at the post office in said Flagler Beach, in said Flagler 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. Subscribed and sworn to before on 08/03/2022

GARDENS AT HAMMOCK BEACH  
COMMUNITY  
DEVELOPMENT DISTRICT  
NOTICE OF PUBLIC HEARING TO  
CONSIDER THE ADOPTION OF THE  
FISCAL YEAR 2022/2023 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 August 19, 2022 at 12:30 p.m., of the Hilton Garden Inn Palm Coast/Town Center, 25 Town Center Boulevard, 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, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"). 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 office of the District Manager, Governmental Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, (407)861-2224 ("District Manager's Office"), during normal business hours, or by visiting the District's website at [www.GardensAtHammockBeach.com](http://www.GardensAtHammockBeach.com).

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 of 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 711, 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 appear at 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 record is to be based.

George S. Flint  
Governmental Management Services -  
Central Florida, LLC  
District Manager  
NT95-0079 July 27, August 3, 2022

Legal Clerk

Notary, State of Wisconsin, County of Brown

My commission expires

Publication Cost: \$63.65  
Order No: 7540079  
Customer No: 464679  
PO #:

# of Copies:

SARAH BERTELSEN  
Notary Public  
State of Wisconsin

THIS IS NOT AN INVOICE

Please do not use this form for payment remittance.





**GMS-Central Florida, LLC**  
1001 Bradford Way  
Kingston, TN 37763

# Invoice

**Invoice #:** 105  
**Invoice Date:** 9/1/22  
**Due Date:** 9/1/22  
**Case:**  
**P.O. Number:**

**Bill To:**  
Gardens at Hammock Beach CDD  
219 E. Livingston St.  
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - September 2022		1,458.33	1,458.33
Website Administration - September 2022		33.33	33.33
Information Technology - September 2022		50.00	50.00
Office Supplies		0.18	0.18
Postage		3.42	3.42
Copies		16.20	16.20
<b>Total</b>			<b>\$1,561.46</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$1,561.46</b>

RECEIVED SEP 12 2022



# Gardens At Hammock Beach

Community Development District

Funding Request FY22 - #13  
October 13, 2022

Payee	General Fund FY2022	General Fund FY2023
<b>1 Governmental Management Services-CF, LLC</b>		
Inv# 106 - Misc Fees - July 2022	\$ 110.00	
Inv# 107 - Management Fees - October 2022		\$ 3,175.48
<b>2 Egls Insurance Advisors, LLC</b>		
Inv# 16819 - FY23 10/1/22-10/1/23		\$ 5,563.00
<b>3 Supervisor Fees - September 16, 2022</b>		
William Livingston	\$ 215.30	
Clint Smith	\$ 215.30	
David Lusby	\$ 215.30	
Dave Root	\$ 215.30	
	<b>\$ 971.20</b>	<b>\$ 8,738.48</b>
<hr/>		
	<b>Total:</b>	<b>\$ 9,709.68</b>

Please make check payable to:

**Gardens at Hammock Beach CDD**  
6200 Lee Vista Boulevard, Suite 300  
Orlando, FL 32822

**GMS-Central Florida, LLC**  
1001 Bradford Way  
Kingston, TN 37763

# Invoice

**Invoice #:** 106  
**Invoice Date:** 9/23/22  
**Due Date:** 9/23/22  
**Case:**  
**P.O. Number:**

**Bill To:**  
Gardens at Hammock Beach CDD  
219 E. Livingston St.  
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
American Express Statement - Closing 7/1/22 - Hilton Garden Inn		110.00	110.00
<b>Total</b>			<b>\$110.00</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$110.00</b>

RECEIVED SEP 27 2022

**GMS-Central Florida, LLC**  
1001 Bradford Way  
Kingston, TN 37763

# Invoice

**Invoice #:** 107  
**Invoice Date:** 10/1/22  
**Due Date:** 10/1/22  
**Case:**  
**P.O. Number:**

**Bill To:**  
Gardens at Hammock Beach CDD  
219 E. Livingston St.  
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - October 2022		3,062.50	3,062.50
Website Administration - October 2022		41.67	41.67
Information Technology - October 2022		62.50	62.50
Office Supplies		0.45	0.45
Postage		6.86	6.86
Copies		1.50	1.50
<b>Total</b>			<b>\$3,175.48</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$3,175.48</b>

RECEIVED OCT 12 2022



# INVOICE

Customer	Gardens at Hammock Community Development District
Acct #	281
Date	09/12/2022
Customer Service	Kristina Rudez
Page	1 of 1

Gardens at Hammock Community Development District  
 c/o Government Management Services, LLC  
 219 E Livingston St  
 Orlando, FL 32801

Payment Information	
Invoice Summary	\$ 5,563.00
Payment Amount	
Payment for:	Invoice#16819
100122488	

Thank You

Please detach and return with payment



Customer: Gardens at Hammock Community Development District

Invoice	Effective	Transaction	Description	Amount
16819	10/01/2022	Renew policy	Policy #100122488 10/01/2022-10/01/2023 Florida Insurance Alliance POL,EPLI,EBL,Herb & Pest - Renew policy Due Date: 9/12/2022	5,563.00
				<b>RECEIVED</b>
				<b>SEP 12 2022</b>
				<b>Total</b>
				<b>\$ 5,563.00</b>

Thank You

FOR PAYMENTS SENT OVERNIGHT:  
 Bank of America Lockbox Services, Lockbox 748555, 6000 Feldwood Rd. College Park, GA 30349

<b>Remit Payment To: Egis Insurance Advisors</b> P.O. Box 748555 Atlanta, GA 30374-8555	(321)233-9939 scflmer@egisadvisors.com	Date
		09/12/2022



# Gardens At Hammock Beach

Community Development District

Funding Request - #14  
November 3, 2022

Payee	Construction	General Fund FY2022	General Fund FY2023
<b>1 Chimento Law, PLLC</b> Inv# 14750 - Bond Validation - AUG 2022 Inv# 14976 - SEP 2022	\$ 602.00	\$ 2,225.75	
<b>2 Localiq</b> Inv# 4866310 - Notice of Meeting - 8/2022		\$ 411.41	
<b>3 Florida Department of Economic Opportunity</b> Inv# 86986 - OCT 2022			\$ 175.00
	<b>\$ 602.00</b>	<b>\$ 2,637.16</b>	<b>\$ 175.00</b>

**Total: \$ 3,414.16**

Please make check payable to:

**Gardens at Hammock Beach CDD**  
6200 Lee Vista Boulevard, Suite 300  
Orlando, FL 32822





Date	Type	Invoice #	Description	Amount
3/22/2021	Check	9902	Ck #000206;03222021.1Ck	\$165.00

**Fee Detail**

Date	Description	Hours	Rate	Total
7/19/2022	VLS Office conference with Michael Chiumento re: status of bond flotation and action items.	0.30	\$295.00/hr	\$88.50
8/22/2022	MC Drafted assessment documents; Coordinated CDD Bond closing.	1.30	\$395.00/hr	\$513.50
		<b>Hours Total</b>	<b>1.60</b>	<b>Fee Total</b>
				<b>\$602.00</b>

**Expense Detail**

Date	Description	Quantity	Rate	Total
<i>No expenses have been charged for this invoice.</i>				
			<b>Expenses Total</b>	<b>\$0.00</b>

Fees	\$602.00
Expense	\$0.00
<b>Current Due</b>	<b>\$602.00</b>
Outstanding Balance	\$0.00
<b>Total Due</b>	<b>\$602.00</b>

**Timekeeper Summary**

Timekeeper	Hours
Michael Chiumento III	1.30
Vincent Sullivan	0.30
<b>Total Hours</b>	<b>1.60</b>



**Fee Detail**

Date		Description	Hours	Rate	Total
8/19/2022	MC	Prepared for and attended Board of Supervisors meeting.	1.00	\$395.00/hr	\$395.00
8/19/2022	MC	Resolved CDD boundary issues for closing; Received and reviewed correspondence from Brett Sealy; Researched status of notice of CDD creation and other title matters; Telephone conference with Ken Artin, CDD Bond Counsel.	1.80	\$395.00/hr	\$711.00
9/16/2022	MC	Prepared for and attended Board of Supervisor's meeting.	1.30	\$395.00/hr	\$513.50
9/23/2022	MC	Correspondence with Manager regarding CDD construction contract; Received and reviewed various documents regarding same; Telephone conference with Ken Belshe regarding Developer contract and assignment to CDD after commencement.	1.30	\$395.00/hr	\$513.50
<b>Hours Total</b>			<b>5.40</b>	<b>Fee Total</b>	<b>\$2,133.00</b>

**Expense Detail**

Date		Description	Quantity	Rate	Total
9/16/2022	CM	Clerk of Court: Record Notice of Special Assessment	1	\$27.00	\$27.00
9/20/2022	CM	Simplifile: E-Record Notice of Special Assessments.	1	\$65.75	\$65.75
<b>Expenses Total</b>					<b>\$92.75</b>


Fees	\$2,133.00
Expense	\$92.75
<b>Current Due</b>	<b>\$2,225.75</b>
Outstanding Balance	\$592.50
<b>Total Due</b>	<b>\$2,818.25</b>

**Timekeeper Summary**

Timekeeper	Hours
Michael Chiumento III	5.40
<b>Total Hours</b>	<b>5.40</b>

# LOCALiQ

The Daytona Beach News-Journal  
Daytona Pennysaver

<b>ACCOUNT NAME</b> Gardens At Hammock Beach		<b>ACCOUNT #</b> 464679	<b>PAGE #</b> 1 of 1
<b>INVOICE #</b> 0004866310	<b>BILLING PERIOD</b> Aug 1- Aug 31, 2022	<b>PAYMENT DUE DATE</b> September 20, 2022	
<b>PREPAY (Memo Info)</b> \$0.00	<b>UNAPPLIED (Included in amt due)</b> \$0.00	<b>TOTAL AMOUNT DUE</b> <b>\$781.25</b>	
<b>BILLING ACCOUNT NAME AND ADDRESS</b>  Gardens At Hammock Beach 219 E. Livingston St. Orlando, FL 32801-1508 		<b>BILLING INQUIRIES/ADDRESS CHANGES</b> 1-877-738-7812 or smb@ccc.gannett.com	<b>FEDERAL ID</b> 47-2390983
<p><b>Legal Entity:</b> Gannett Media Corp.  <b>Terms and Conditions:</b> Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.          All funds payable in US dollars.</p>			

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Date	Description	Amount
8/1/22	Balance Forward	\$424.00
8/9/22	PAYMENT - THANK YOU	-\$54.18

**Legal Advertising:**

Date range	Product	Order Number	Description	PO Number	Runs	Ad Size	Net Amount
8/3/22	DTB Flagler/ Palm Coast News Tribune	7565228	Gardens at hammock Beach Notice of Public Hearing		1	3.0000 x 21 in	\$347.76

**Package Advertising:**

Start-End Date	Order Number	Description	PO Number	Package Cost
7/27/22-8/3/22	7540079	ORDER - 8.19 Public Hearing		\$69.65

4  
31,573.48

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

# LOCALiQ

The Daytona Beach News-Journal  
Daytona Pennysaver

<b>ACCOUNT NAME</b> Gardens At Hammock Beach	<b>PAYMENT DUE DATE</b> September 20, 2022	<b>AMOUNT PAID</b>
<b>ACCOUNT NUMBER</b> 464679	<b>INVOICE NUMBER</b> 0004866310	

CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL AMOUNT DUE
\$411.41	\$369.84	\$0.00	\$0.00	\$0.00	\$0.00	<b>\$781.25</b>

**REMITTANCE ADDRESS** (Include Account# & Invoice# on check)  
  
Daytona Beach News-Journal  
P.O. Box 630476  
Cincinnati, OH 45263-0476

**TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:**

VISA     MASTERCARD     DISCOVER     AMEX

Card Number \_\_\_\_\_  
Exp Date    /    /    CVV Code \_\_\_\_\_  
Signature    \_\_\_\_\_    Date    \_\_\_\_\_

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RECEIVED OCT 20 2022

**NOTICE OF PUBLIC HEARING  
RELATING TO PUBLIC IMPROVEMENTS AND  
LEVY OF NON-AD VALOREM ASSESSMENTS**

The Gardens at Hammock Beach Community Development District Board of Supervisors ("Board") will hold a public hearing at 1:30 p.m., on August 19, 2022 at the Mirna Gardens (aka Palm Guest/Event Center, 95 Town Center Blvd., Palm Coast, FL 32164, to consider the adoption of an assessment roll and the imposition of special assessments to finance and secure the Gardens at Hammock Beach Community Development District's (the "District") Master Engineer's Report. The Board will consider the levy of special assessments on benefited lands within the District at Hammock Beach Community Development District's Assessment Area One ("AA1"), a depiction of which lands is shown below, and to provide for the levy, collection and enforcement of the assessments.

The public hearing will be conducted pursuant to Chapters 170, 180 and 187, Florida Statutes. Developable areas within the District (as shown below) will be improved. The District is generally located within Flagler County, Florida. The District's proposed improvements include the planning, development, acquisition and / or construction of development related to water distribution and sanitary sewer collection systems and reuse water distribution and reuse treatment plant; off-site and on-site public roadway improvement; master stormwater management system, landscaping, irrigation and landscape maintenance; undergrounding of electrical service; conservation/retrofit; and professional fees and other eligible costs. A description of the property to be assessed, the nature of the improvements proposed (in the Master Engineer's Report dated July 12, 2022) and the amount to be assessed in each piece or parcel of property may be ascertained at the District Records Office at 219 East Livingston Street, Orlando, Florida 32801 or by contacting the District Records' office at 407-841-5524.

The District intends to impose assessments on benefited lands within the AA1 in the manner set forth in the District's Master Assessment Methodology for Assessment Area One, dated July 12, 2022 ("Assessment Methodology"), which is available to the public as indicated above. Initially, the total amount to be levied against each parcel shall be imposed on an equal per centage basis across all of the benefiting acreage within the AA1. As plans are approved, lots will be assessed in the manner described in the Master Assessment Methodology. The total amount to be levied against benefited lands within AA1 is \$25,265,000 exclusive of fees and costs of collection or enforcement, discounts for early payment and the annual interest costs. The assessments may be prepaid in whole in some instances or may be paid in not more than thirty (30) annual installments subsequent to the issuance of debt to finance the improvements. These annual assessments will be collected on the Flagler County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these assessments.

The District also intends to levy and collect assessments on property within AA1 to cover the operation and maintenance of the District's improvements. These annual assessments will be collected on the Flagler County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these assessments.

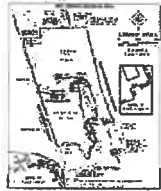
The public hearing is open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing may be continued to a date, time, and place to be specified on the record at the hearing. There may be occasions when one or more Supervisors in staff will participate by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

All affected property owners have the right to appear at the public hearing and the right to file written objections with the District within twenty (20) days of the publication of this notice.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing and meeting is asked to contact the District Office at 407-841-2524 at least five calendar days prior to the hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Office.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the hearing or at the meeting, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based. The public hearing may be continued to a date and time certain that will be announced at the hearing.

George S. Pitt  
Government Management Services - Central Florida, LLC  
District Manager



Gardens at Hammock Beach Community Development District  
Assessment Area One Boundary Map

**RESOLUTION 2022-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS, INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE IMPROVEMENTS WHICH COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAN; ADOPTING A PRELIMINARY ASSESSMENT ROLL PROVIDING FOR PUBLICATION OF THE RESOLUTION.**

WHEREAS, the Board of Supervisors (the "Board") of the Gardens at Hammock Beach Community Development District (the "District") hereby determine to undertake, test, plan, establish, construct or reconstruct, enlarge or extend, equip, operate, and/or maintain the infrastructure improvements (the "improvements") described in the District's Engineer's Report, dated July 12, 2022, attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay the cost of the improvements by special assessments pursuant to Chapter 180, Florida Statutes (the "Assessments"); and

WHEREAS, the District is empowered by Chapter 180, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 187, the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments, Florida Statutes, to finance, test, plan, establish, acquire, construct, enlarge or extend, equip, operate, and maintain the improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the Master Special Assessment Methodology Report, dated July 12, 2022, attached hereto as Exhibit B and incorporated herein by reference and as file in the office of the District Manager, c/o George Pitt, Government Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, (the "District Records Office"); and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefit to the property improved.

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

- Assessments shall be levied to defray a portion of the cost of the improvements.
- The nature and general location of, and plans and specifications for, the improvements are described in Exhibit A, which is on file at the District Records Office. Exhibit B is also on file and available for public inspection at the same location.
- The total estimated cost of the improvements is \$20,180,000 (the "Estimated Cost").
- The Assessments will defray approximately \$ 25,265,000, which includes a portion of the Estimated Cost, plus financing-related costs, capitalized interest, a debt service reserve, and contingencies.
- The manner in which the Assessments shall be apportioned and paid is set forth in Exhibit B, including provisions for supplemental assessment resolutions.
- The Assessments shall only be levied on the lots and within the land within the District which are benefiting and contiguous or bounding and abutting upon the improvements or exactly benefited thereby and further designated on the assessment plat referenced herein and as benefited thereby and further designated on the assessment plat referenced herein and as referenced in Exhibit A. These lands shall not be levied upon any other lot but shall only apply to the lots identified within Exhibit A.
- There is on file at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the improvements and the estimated cost of the improvements, all of which shall be open to inspection by the public.
- Commencing with the year in which the Assessments are levied and continued, the Assessments shall be paid in not more than thirty (30) annual installments. The Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 187, Florida Statutes, provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.
- The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in Exhibit B herein, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved on the District's preliminary assessment roll.
- The District Manager is hereby directed to cause the Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Flagler County and to provide such other notice as may be required by law or desired in the best interests of the District.
- This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 15th day of July, 2022.

**PROOF OF PUBLICATION**

Lauren Vanderveer  
Gardens At Hammock Beach  
219 E Livingston ST  
Orlando FL 32801-1508

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who, on oath says that he/she is LEGAL COORDINATOR of The Flagler/Palm Coast NEWS-TRIBUNE, a weekly newspaper, published in Flagler County, Florida; that the attached copy of advertisement, being a Public Notices in the Court, was published in said newspaper in the issues dated or by publication on the newspaper's website, if authorized, on:

07/27/2022, 08/03/2022

Affiant further says that The Flagler/Palm Coast News-Tribune is a newspaper published in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida each Wednesday and has been entered as second-class mail matter at the post office in said Flagler Beach, in said Flagler 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. Subscribed and sworn to before on 08/03/2022

GARDENS AT HAMMOCK BEACH  
COMMUNITY  
DEVELOPMENT DISTRICT  
NOTICE OF PUBLIC HEARING TO  
CONSIDER THE ADOPTION OF THE  
FISCAL YEAR 2022/2023 BUDGET;  
AND NOTICE OF REGULAR BOARD  
OF SUPERVISORS' MEETING.  
The Board of Supervisors ("Board") of  
the Gardens of Hammock Beach Commu-  
nity Development District ("District")  
will hold a public hearing on August 19,  
2022 at 12:00 p.m. at the Hilton Garden  
Inn Palm Coast/Town Center, 35 Town  
Center Boulevard, 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, 2022 and ending  
September 30, 2023 ("Fiscal Year  
2022/2023"). 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 office of  
the District Manager, Governmental  
Management Services - Central Florida,  
LLC 219 East Livingston Street, Orlando,  
Florida 32801, (407)841-3524 ("District  
Manager's Office"), during normal busi-  
ness hours, or by visiting the District's  
website at [www.GardensofHammockBeach.com](http://www.GardensofHammockBeach.com).

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 of the meeting.  
There may be occasions when Board  
Supervisors or District Staff may partici-  
pate by speaker telephoning.  
Any person requiring special accommoda-  
tions of this meeting because of a disabili-  
ty 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 711, or 1-800-255-8771 (TTY) / 1-  
800-255-8770 (Voice), for aid in contacting  
the District Manager's Office.  
Each person who decides to appear at 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 testi-  
mony and evidence upon which such  
action is to be based.  
George S. Fink  
Governmental Management Services -  
Central Florida, LLC  
District Manager  
NTW54079 July 27, August 3, 2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$63.65  
Order No: 7540079  
Customer No: 464679  
PO #:

# of Copies:

SARAH BERTELSEN  
Notary Public  
State of Wisconsin

THIS IS NOT AN INVOICE

Please do not use this form for payment remittance.









# Gardens At Hammock Beach

Community Development District

Funding Request - #15  
November 16, 2022

<b>Payee</b>	<b>General Fund FY2023</b>
<b>1 Governmental Management Services-CF, LLC</b> Inv# 108 - Management Fees - November 2022	\$ 3,166.79
<b>2 Localiq</b> Inv# 5037292 - Notice of Meeting - 10/2022	\$ 420.88
	<b>\$ 3,587.67</b>
	<b>\$ 3,587.67</b>

Please make check payable to:

**Gardens at Hammock Beach CDD**  
6200 Lee Vista Boulevard, Suite 300  
Orlando, FL 32822

**GMS-Central Florida, LLC**  
 1001 Bradford Way  
 Kingston, TN 37763

H

# Invoice

**Invoice #:** 108  
**Invoice Date:** 11/1/22  
**Due Date:** 11/1/22  
**Case:**  
**P.O. Number:**

**Bill To:**  
 Gardens at Hammock Beach CDD  
 219 E. Livingston St.  
 Orlando, FL 32801

3

Description	Hours/Qty	Rate	Amount
Management Fees - November 2022	31.573.34	3,062.50	3,062.50
Website Administration - November 2022	342	41.67	41.67
Information Technology - November 2022	331	62.50	62.50
Postage	430	0.12	0.12
<b>Total</b>			<b>\$3,166.79</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$3,166.79</b>

RECEIVED NOV 08 2022



**PROOF OF PUBLICATION**

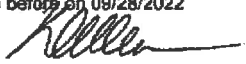
Stacie Vanderbilt  
Landings CDD  
219 E Livingston ST  
Orlando FL 32801-1508

**STATE OF WISCONSIN, COUNTY OF BROWN**

Before the undersigned authority personally appeared, who, on oath says that he/she is LEGAL COORDINATOR of The Flagler/Palm Coast NEWS-TRIBUNE, a weekly newspaper, published in Flagler County, Florida; that the attached copy of advertisement, being a Govt Public Notices in the Court, was published in said newspaper in the issues dated or by publication on the newspaper's website, if authorized, on:


09/28/2022

Affiant further says that The Flagler/Palm Coast News-Tribune is a newspaper published in said Flagler County, Florida, and that the said newspaper has heretofore been continuously published in said Flagler County, Florida each Wednesday and has been entered as second-class mail matter at the post office in said Flagler Beach, in said Flagler 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. Subscribed and sworn to before on 09/28/2022



Legal Clerk

Notary, State of Wis., County of Brown

  
7/27/25

My commission expires

Publication Cost: \$31.68  
Order No: 7820959 # of Copies: 1  
Customer No: 830528  
PO #:

**THIS IS NOT AN INVOICE!**

Please do not use this form for payment remittance.

SARAH BERTELSEN  
Notary Public  
State of Wisconsin

**NOTICE OF MEETINGS  
GARDENS AT HAMMOCK BEACH  
COMMUNITY DEVELOPMENT  
DISTRICT  
Fiscal Year 2022**

As required by Chapter 190 Florida Statutes, notice is being given that the Board of Supervisors of the Gardens at Hammock Beach Community Development District does not meet on a regular basis but will separately publish notice of meetings at least seven days prior to each Board meeting to include the date, time and location of said meetings. Meetings may be continued to a date, time, and place to be specified on the record of the meeting.

There may be occasions when one or more Supervisors will participate by telephone. Please note that due to the ongoing nature of the COVID-19 public health emergency, it may be necessary to hold the above referenced meetings utilizing communications media technology in order to protect the health and safety of the public or held at an alternative physical location other than the location indicated above. To that end, anyone wishing to participate in such meetings should contact the District Manager's Office prior to each meeting to confirm the applicable meeting access and/or location information. Additionally, interested parties may refer to the District's website for the latest information:

[www.gardensathammockbeachcdd.com](http://www.gardensathammockbeachcdd.com)  
Any person requiring special accommodations at a meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8775 for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

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

022



# LOCALIQ

The Daytona Beach News-Journal  
Daytona Pennysaver

## Order Confirmation

Not an Invoice

<b>Account Number:</b>	464679
<b>Customer Name:</b>	Gardens At Hammock Beach
<b>Customer Address:</b>	Gardens At Hammock Beach 219 E Livingston ST Orlando FL 32801-1508
<b>Contact Name:</b>	Carl Urrutic
<b>Contact Phone:</b>	
<b>Contact Email:</b>	currutic@gmscfi.com
<b>PO Number:</b>	1008098

<b>Date:</b>	10/21/2022
<b>Order Number:</b>	7954351
<b>Prepayment Amount:</b>	\$ 0.00

<b>Column Count:</b>	1.0000
<b>Line Count:</b>	85.0000
<b>Height in Inches:</b>	0.0000

### Print

Product	#Insertions	Start - End	Category
DTB Daytona Beach News-Journal	1	10/28/2022 - 10/28/2022	Govt Public Notices
DTB news-journalonline.com	1	10/28/2022 - 10/28/2022	Govt Public Notices

Total Order Confirmation

\$389.20

# Ad Preview

## NOTICE OF LANDOWNERS' MEETING GARDNER'S BAY BEACH COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to all landowners within the Gardner's Bay Beach Community Development District (the "District") for lands generally described as certain lots of parcel of land located in the Gardner's Bay Beach Community Development District, Pinellas County, Florida, advising that a meeting of the landowners will be held for the purpose of electing three (3) representatives.

Date: November 14, 2022

Time: 12:30 PM

Place: Hilton Garden Inn Palm  
Beach  
55 Town Center Blvd.  
Palm Beach, Florida 33464

Each landowner may vote by means of a written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Governmental Management Services, 55 Town Center Blvd., Palm Beach, Florida 33464 ("District Manager's Office"). At said meeting each landowner or his or her proxy shall be entitled to one vote and each vote shall be cast for one or more of the persons named on the ballot. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect to the election of a representative. A lot, parcel or portion thereof, owned by him or her and located within the District for the purpose of this notice shall be treated as one acre. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect to the election of a representative. A lot, parcel or portion thereof, owned by him or her and located within the District for the purpose of this notice shall not be considered for determining the number of votes to be cast for a landowner or a landowner's proxy. At the meeting the landowners shall elect a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting is open to the public and will be conducted in accordance with the provisions of paragraph 10.01 of the District's articles of incorporation. A copy of the agenda for the meeting may be obtained from the District Manager, at 55 Town Center Blvd., Palm Beach, Florida 33464. The time, date, time, and place to be specified on the record of such meeting.

Pursuant to provisions of the Americans with Disabilities Act any person receiving special accommodation to participate in this meeting is asked to advise the District Manager, at 55 Town Center Blvd., Palm Beach, Florida 33464, prior to the meeting, if you are hearing or speech impaired, please contact the Florida Relay Service (800) 368-6848 to provide you with assistance to the District office.

Each person who decides to attend any meeting shall be deemed to have agreed that the person will read a record of the proceedings and that, collectively, the person may read to ensure that a verbatim record of the proceedings is made. Any person who attends any meeting shall be deemed to have agreed that such record is to be kept.

Geneva S. Filer  
District Manager  
LUT/PC/21 10/26/22







**GMS-Central Florida, LLC**  
1001 Bradford Way  
Kingston, TN 37763

# Invoice

Invoice #: 109  
Invoice Date: 12/1/22  
Due Date: 12/1/22  
Case:  
P.O. Number:

**Bill To:**  
Gardens at Hammock Beach CDD  
219 E. Livingston St.  
Orlando, FL 32801

3

Description	Hours/Qty	Rate	Amount
Management Fees - December 2022 34		3,062.50	3,062.50
Website Administration - December 2022 342		41.67	41.67
Information Technology - December 2022 351		62.50	62.50
Office Supplies 51		0.18	0.18
Postage 42		3.42	3.42
Copies 425		1.05	1.05
<b>Total</b>			<b>\$3,171.32</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$3,171.32</b>

**Chiumento Law, PLLC**  
 145 City Place, Suite 301  
 Palm Coast, FL 32164  
 Email: [chiumento@legalteamforlife.com](mailto:chiumento@legalteamforlife.com)  
 Office: (386) 445-8900  
[www.legalteamforlife.com](http://www.legalteamforlife.com)

**RECEIVED**  
 NOV 18 2022



**Bill to:**

**Gardens at Hammock Beach Community Development District (CDD)**  
 c/o Governmental Management Services - Central FL  
 6200 Lee Vista Blvd  
 Suite 300  
 Orlando, FL 32822

**INVOICE**

To October 31, 2022

Invoice Date            November 17, 2022  
 Invoice Number        15174  
 Due Date                Due Upon Receipt

Invoices@gmscfl.com

10

**Gardens at Hammock Beach CDD-General Representation 190581**

*REV/RW/Comber/Draft/ADA  
 31.315*

**Account Summary**

Previous Balance	\$2,818.25
Payments Received	<del>(\$592.50)</del>
Outstanding Balance	<del>\$2,225.75</del>
Current Invoice	\$1,155.00
<b>Gardens at Hammock Beach CDD-General Representation - Prepaid Balance</b>	\$0.00

**Total Due**                    ~~\$3,800.75~~  
    **\$1,155.00**

Pay Online  
 Click the link or scan the code  
 with your device to pay online.



<https://firmcentral.westlaw.com/pay/B72SXL4>

**Payment Transactions**

Date	Type	Invoice #	Description	Amount
11/8/2022	Check	14514	11082022.2ck ck # 000242	\$592.50

**Fee Detail**

Date		Description	Hours	Rate	Total
8/15/2022	VLS	Agenda review with Michael Chiumento in advance of August 19, 2022 meeting.	0.30	\$295.00/hr	\$88.50
10/5/2022	MC	Reviewed CDD documents for assumption of Kline Construction Contract; <u>Drafted</u> memorandum.	1.30	\$395.00/hr	\$513.50
10/5/2022	MC	Telephone <u>conference</u> with client regarding various issues.	0.70	\$395.00/hr	\$276.50
10/12/2022	MC	<u>Received</u> and reviewed correspondence regarding CDD assumption of client construction contract.	0.70	\$395.00/hr	\$276.50
<b>Hours Total</b>			<b>3.00</b>	<b>Fee Total</b>	<b>\$1,155.00</b>

**Expense Detail**

Date	Description	Quantity	Rate	Total
<i>No expenses have been charged for this invoice.</i>				
<b>Expenses Total</b>				<b>\$0.00</b>

Fees	\$1,155.00
Expense	\$0.00
<b>Current Due</b>	<b>\$1,155.00</b>
<b>Outstanding Balance</b>	<b>\$2,225.75</b>
<b>Total Due</b>	<b>\$3,380.75</b>

**Timekeeper Summary**

Timekeeper	Hours
Michael Chiumento III	2.70
Vincent Sullivan	0.30
<b>Total Hours</b>	<b>3.00</b>



# Gardens At Hammock Beach

Community Development District

Funding Request - #17  
February 10, 2023

Payee	General Fund FY2023
<b>1 Governmental Management Services-CF, LLC</b>	
Inv# 110 - Management Fees - January 2023	\$ 3,280.27
Inv# 111 - Management Fees - February 2023	\$ 3,218.40
<b>2 Daytona Beach News-Journal</b>	
Inv#0005202693 - Notice of Meeting - December 16, 2022	\$ 294.02
<b>3 Bank Account Service Fees</b>	\$ 1,000.00
<hr/>	
	<b>\$ 7,792.69</b>

Please make check payable to:

**Gardens at Hammock Beach CDD**  
6200 Lee Vista Boulevard, Suite 300  
Orlando, FL 32822

**GMS-Central Florida, LLC**  
 1001 Bradford Way  
 Kingston, TN 37763

# Invoice

Invoice #: 110  
 Invoice Date: 1/1/23  
 Due Date: 1/1/23  
 Case:  
 P.O. Number:

**Bill To:**  
 Gardens at Hammock Beach CDD  
 219 E. Livingston St.  
 Orlando, FL 32801

**RECEIVED**  
 JAN 10 2023

3

Description	Hours/Qty	Rate	Amount
Management Fees - January 2023 34		3,062.50	3,062.50
Website Administration - January 2023 342		41.67	41.67
Information Technology - January 2023 351		62.50	62.50
Copies 4 5		3.60	3.60
American Express - Statement Closing 10/2/22 - Hilton Garden Inn Meeting Room 31.49		110.00	110.00
<b>Total</b>			<b>\$3,280.27</b>
<b>Payments/Credits</b>			<b>\$0.00</b>
<b>Balance Due</b>			<b>\$3,280.27</b>



**GMS-Central Florida, LLC**  
1001 Bradford Way  
Kingston, TN 37763

# Invoice

**Invoice #:** 111  
**Invoice Date:** 2/1/23  
**Due Date:** 2/1/23  
**Case:**  
**P.O. Number:**

**Bill To:**  
Gardens at Hammock Beach CDD  
219 E. Livingston St.  
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - February 2023		3,062.50	3,062.50
Website Administration - February 2023		41.67	41.67
Information Technology - February 2023		62.50	62.50
Office Supplies		0.18	0.18
Postage		51.55	51.55

RECEIVED  
FEB 1 2023

<b>Total</b>	<b>\$3,218.40</b>
<b>Payments/Credits</b>	<b>\$0.00</b>
<b>Balance Due</b>	<b>\$3,218.40</b>

# LOCALiQ

The Daytona Beach News-Journal  
Daytona Pennysaver

4

31.49

<b>ACCOUNT NAME</b> Gardens At Hammock Beach		<b>ACCOUNT #</b> 484879	<b>PAGE #</b> 1 of 1
<b>INVOICE #</b> 0005202693	<b>BILLING PERIOD</b> Dec 1- Dec 31, 2022	<b>PAYMENT DUE DATE</b> January 20, 2023	
<b>PREPAY (Memo Info)</b> \$0.00	<b>UNAPPLIED (included in amt due)</b> \$0.00	<b>TOTAL AMOUNT DUE</b> \$294.02	
<b>BILLING ACCOUNT NAME AND ADDRESS</b> Gardens At Hammock Beach 219 E. Livingston St. Orlando, FL 32801-1508		<b>BILLING INQUIRIES/ADDRESS CHANGES</b> 1-877-736-7612 or smb@ccc.gannett.com	<b>FEDERAL ID</b> 47-2390983
<p>Legal Entity: Gannett Media Corp.                  Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the Invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.                  All funds payable in US dollars.</p>			

00004646790000000000000052026930002940267242

To sign-up for E-mailed invoices and online payments please contact [abgspecial@gannett.com](mailto:abgspecial@gannett.com). Previous account number:

IBN 1000000

Date	Description	Amount
1/1/22	Balance Forward	\$899.83
1/5/22	PAYMENT - THANK YOU	-\$832.29

**Package Advertising:**

Start-End Date	Order Number	Description	PO Number	Package Cost
12/8/22	8164898	12-16-22 Board of Sup Meeting		\$226.48

NOT REG. BOS MEET 12/16/22

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

# LOCALiQ

The Daytona Beach News-Journal  
Daytona Pennysaver

<b>ACCOUNT NAME</b> Gardens At Hammock Beach		<b>PAYMENT DUE DATE</b> January 20, 2023		<b>AMOUNT PAID</b>		
<b>ACCOUNT NUMBER</b> 484879		<b>INVOICE NUMBER</b> 0005202693				
<b>CURRENT DUE</b> \$226.48	<b>30 DAYS PAST DUE</b> \$50.27	<b>60 DAYS PAST DUE</b> \$11.72	<b>90 DAYS PAST DUE</b> \$5.55	<b>120+ DAYS PAST DUE</b> \$0.00	<b>UNAPPLIED PAYMENTS</b> \$0.00	<b>TOTAL AMOUNT DUE</b> \$294.02

REMITTANCE ADDRESS (Include Account# & Invoice# on check)

Daytona Beach News-Journal  
P.O. Box 630476  
Cincinnati, OH 45263-0476

TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:

VISA     MASTERCARD     DISCOVER     AMEX

Card Number \_\_\_\_\_

Exp Date    /    /    CVV Code    \_\_\_\_\_

Signature    \_\_\_\_\_    Date    \_\_\_\_\_

00004646790000000000000052026930002940267242



The Daytona Beach News-Journal  
Daytona Pennysaver

# Order Confirmation

Not an Invoice

<b>Account Number:</b>	464679
<b>Customer Name:</b>	Gardens At Hammock Beach
<b>Customer Address:</b>	Gardens At Hammock Beach 219 E Livingston ST Orlando FL 32801-1508
<b>Contact Name:</b>	Cari Urrutic
<b>Contact Phone:</b>	
<b>Contact Email:</b>	currutic@gmscfl.com
<b>PO Number:</b>	

<b>Date:</b>	12/06/2022
<b>Order Number:</b>	8164896
<b>Prepayment Amount:</b>	\$ 0.00

<b>Column Count:</b>	1.0000
<b>Line Count:</b>	49.0000
<b>Height in Inches:</b>	0.0000

Print

Product	#Insertions	Start - End	Category
DTB Daytona Beach News-Journal	1	12/08/2022 - 12/08/2022	Govt Public Notices
DTB news-journalonline.com	1	12/08/2022 - 12/08/2022	Govt Public Notices

Total Order Confirmation

\$226.48

**NOTICE 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 will be held on Friday, December 16, 2022, at 12:30 PM, at the Hilton Garden Inn Palm Coast/Town Center, 55 Town Center Blvd., Palm Coast, Florida. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, at 219 East Livingston Street, Orlando, FL 32801. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

There may be occasions when one or more Supervisors, Staff or other individuals will participate by telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours prior to the meeting by contacting the District Manager at (407) 841-5524. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint  
Governmental Management  
Services – Central Florida, LLC  
District Manager  
N#8164896 12/8/2022 11



# Gardens At Hammock Beach

Community Development District

Funding Request - #18  
March 22, 2023

General Fund  
FY2023

Payee		
<b>1</b>	<b>Governmental Management Services-CF, LLC</b> Inv# 112 - Management Fees - March 2023	\$ 3,167.30
<b>2</b>	<b>Chiumento Law, PLLC</b> Inv# 16095 - General Counsel - February 2023	\$ 126.00
<b>3</b>	<b>Daytona Beach News-Journal</b> Inv#0005381829 - Notice of Meeting - February 2023	\$ 27.08
		<b>\$ 3,320.38</b>

Please make check payable to:

**Gardens at Hammock Beach CDD**  
6200 Lee Vista Boulevard, Suite 300  
Orlando, FL 32822

**GMS-Central Florida, LLC**1001 Bradford Way  
Kingston, TN 37763**Invoice****Invoice #:** 112**Invoice Date:** 3/1/23**Due Date:** 3/1/23**Case:****P.O. Number:****Bill To:**Gardens at Hammock Beach CDD  
219 E. Livingston St.  
Orlando, FL 32801

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Description	Hours/Qty	Rate	Amount
Management Fees - March 2023 34		3,062.50	3,062.50
Website Administration - March 2023 342		41.67	41.67
Information Technology - March 2023 351		62.50	62.50
Office Supplies 51		0.03	0.03
Postage 42		0.60	0.60

**Total** \$3,167.30**Payments/Credits** \$0.00**Balance Due** \$3,167.30





**Fee Detail**

Date		Description	Hours	Rate	Total
2/9/2023	MC	Coordinated meeting; Correspondence with George Flint regarding status.	0.30	\$420.00/hr	\$126.00
<b>Hours Total</b>			<b>0.30</b>	<b>Fee Total</b>	<b>\$126.00</b>

**Expense Detail**

Date	Description	Quantity	Rate	Total
<i>No expenses have been charged for this invoice.</i>				
<b>Expenses Total</b>				<b>\$0.00</b>

Fees	\$126.00
Expense	\$0.00
<b>Current Due</b>	<b>\$126.00</b>
Outstanding Balance	\$3,255.75
<b>Total Due</b>	<b>\$3,381.75</b>

**Timekeeper Summary**

Timekeeper	Hours	
Michael Chiumento III	0.30	
<b>Total Hours</b>		<b>0.30</b>

# LOCALiQ


The Daytona Beach News-Journal  
Daytona Pennysaver

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<b>ACCOUNT NAME</b> Gardens At Hammock Beach		<b>ACCOUNT #</b> 464679	<b>PAGE #</b> 1 of 1
<b>INVOICE #</b> 0005381829	<b>BILLING PERIOD</b> Feb 1- Feb 28, 2023	<b>PAYMENT DUE DATE</b> March 20, 2023	
<b>PREPAY (Memo Info)</b> \$0.00	<b>UNAPPLIED (Included in amt due)</b> \$0.00	<b>TOTAL AMOUNT DUE</b> \$321.10	
<b>BILLING INQUIRIES/ADDRESS CHANGES</b> 1-877-736-7612 or emb@ccc.gannett.com		<b>FEDERAL ID</b> 47-2390983	
<p>Legal Entity: Gannett Media Corp.                  Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.                  All funds payable in US dollars.</p>			

**BILLING ACCOUNT NAME AND ADDRESS**

Gardens At Hammock Beach  
219 E. Livingston St.  
Orlando, FL 32801-1508



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To sign-up for E-mailed invoices and online payments please contact [abgspecial@gannett.com](mailto:abgspecial@gannett.com). Previous account number: ~~DBN\_100000~~


Date	Description	Amount
2/1/23	Balance Forward	\$294.02

**Package Advertising:**

Start-End Date	Order Number	Description	PO Number	Package Cost
2/1/23	8372448	2/17 Board of Supervisors Meeting		\$27.08

*NOT of BOS MEETING*

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

 The Daytona Beach News-Journal Daytona Pennysaver		<b>ACCOUNT NAME</b> Gardens At Hammock Beach	<b>PAYMENT DUE DATE</b> March 20, 2023	<b>AMOUNT PAID</b>		
		<b>ACCOUNT NUMBER</b> 464679	<b>INVOICE NUMBER</b> 0005381829			
<b>CURRENT DUE</b> \$27.08	<b>30 DAYS PAST DUE</b> \$0.00	<b>60 DAYS PAST DUE</b> \$226.48	<b>90 DAYS PAST DUE</b> \$50.27	<b>120+ DAYS PAST DUE</b> \$17.27	<b>UNAPPLIED PAYMENTS</b> \$0.00	<b>TOTAL AMOUNT DUE</b> \$321.10
<b>REMITTANCE ADDRESS</b> (Include Account# & Invoice# on check)  Daytona Beach News-Journal P.O. Box 630476 Cincinnati, OH 45263-0476			<b>TO PAY WITH CREDIT CARD PLEASE FILL OUT BELOW:</b> <input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> DISCOVER <input type="checkbox"/> AMEX  Card Number _____ Exp Date    /    /    CVV Code _____ Signature _____    Date _____			

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**PROOF OF PUBLICATION**

Cari Urrutic  
Gardens At Hammock Beach  
219 E Livingston ST  
Orlando FL 32801-1508

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who, on oath says that he/she is LEGAL COORDINATOR of The News-Journal, a daily and Sunday newspaper, published at Daytona Beach in Volusia and Flagler Counties, Florida; that the attached copy of advertisement, being a Govt Public Notices In the Circuit Court, was published in said newspaper in the issues dated or by publication on the newspaper's website, if authorized, on:

12/08/2022

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. Subscribed and sworn to before on 12/08/2022

Legal Clerk Kalley  
Notary, State of WI, County of Brown Sarah Bertelsen  
7/27/25

My commission expires

Publication Cost: \$226.48  
Order No: 8164896 # of Copies: 1  
Customer No: 464679  
PO #:

**THIS IS NOT AN INVOICE!**

Please do not use this form for payment remittance.



SARAH BERTELSEN  
Notary Public  
State of Wisconsin

**NOTICE 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 will be held on Friday, December 16, 2022, at 12:30 PM, at the Hilton Garden Inn Palm Coast/Town Center, 55 Town Center Blvd., Palm Coast, Florida. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for this meeting may be obtained from the District Manager, at 219 East Livingston Street, Orlando, FL 32801. This meeting may be continued to a date, time, and place to be specified on the record at the meeting.

There may be occasions when one or more Supervisors, Staff or other individuals will participate by telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours prior to the meeting by contacting the District Manager at (407) 841-5524. If you are hearing or speech impaired, please contact the Florida Relay Service 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint  
Governmental Management  
Services - Central Florida, LLC  
District Manager  
NW8164896 12/8/2022 11

# SECTION 3



**Kaiti Lenhart** ★ FLAGLER COUNTY SUPERVISOR OF ELECTIONS

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1769 E. Moody Boulevard, Building 2, Suite 101 ★ PO Box 901 ★ Bunnell, Florida 32110-0901 Phone  
(386) 313-4170 ★ Fax (386) 313-4171 ★ [www.FlaglerElections.gov](http://www.FlaglerElections.gov)

April 26, 2023

Stacie M. Vanderbilt  
Gardens at the Hammock Beach CDD  
219 East Livingston St  
Orlando, Florida 32801

**RE: CDD Registered Voters**

Dear Stacie M. Vanderbilt:

Per your request, in accordance with the requirements of Chapter 190(3)(a)(d), the total number of registered voters for the following Community Development District as of April 15, 2023 is:

Gardens at the Hammock Beach Community Development District: **0**

If you have any questions or require any further assistance, please contact this office.

Thank you,

**Kaiti Lenhart**  
Supervisor of Elections

**RECEIVED**

APR 27 2023

**GMS-CE, LLC**

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