### Gardens at Hammock Beach Community Development District

Agenda

September 20, 2024

# AGENDA

### Gardens at Hammock Beach Community Development District

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

#### **REVISED AGENDA**

September 12, 2024

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 <u>Friday</u>, <u>September 20</u>, <u>2024</u> at <u>12:30 PM</u> 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. Approval of Amended Minutes of the June 18, 2024 Meeting & Minutes of the July 19, 2024 Meeting
- 4. Consideration of Resolution 2024-12 Approving the Conveyance of Real Property, Assignment of Construction Contracts and Acquisition of Certain Improvements for Assessment Area 2 Phase 2 Item Modified
- 5. Consideration of Landscape Proposals for Phases 1 and 3
  - A. Scottish Boys
  - B. United Land Services
  - C. VerdeGo
  - D. Yellowstone
- 6. Consideration of Lake Maintenance Agreement with Lake Pros for Veranda Bay
- 7. Consideration of Agreement with Grau & Associates to Provide Auditing Services for the Fiscal Year 2024
- 8. Staff Reports
  - A. Attorney
  - B. Engineer and Maintenance Report
  - C. District Manager's Report
    - i. Balance Sheet and Income Statement
    - ii. Ratification of Funding Request #33
- 9. Other Business
- 10. Supervisor's Requests
- 11. 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,

Jeremy LeBrun

Jeremy LeBrun District Manager

Enclosures

# **MINUTES**

### MINUTES OF MEETING GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Gardens at Hammock Beach Community Development District was held on Tuesday, June 18, 2024 at 9:00 a.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 via phone Vice Chairman
David Root Assistant Secretary
William Livingston Assistant Secretary

### Also present was:

George Flint District Manager
Jeremy LeBrun District Manager
Vincent Sullivan District Counsel
Parker Mynchenberg via phone District Engineer

Ken Belshe Sunbelt Danielle Ferguson Sunbelt

Sara Zare *via phone*MBS Capital Markets
Kendall Bulleit *via phone*MBS Capital Markets

Lo Etienne BMO

The following is a summary of the discussions and actions taken at the June 18, 2024 Gardens at Hammock Beach Community Development District's regular Board of Supervisors Meeting.

### FIRST ORDER OF BUSINESS Roll Call

Mr. Flint called the meeting to order at 9:30 a.m. A quorum was present.

### SECOND ORDER OF BUSINESS Public Comment Period

There being no comments, the next item followed.

### THIRD ORDER OF BUSINESS Approval of Minutes of the May 17, 2024 Meeting

Mr. Flint presented the minutes of the May 17, 2024 meeting, which were included in the agenda package. Mr. Livingston pointed out that he was present at the May meeting but was not

listed. On Page 3, there was \$4,000,000 in construction funds, not \$400,000 and asked about the \$5.5 million, as stated in Table 6 of the report and not Mr. Smith. On Page 5, "amount that exceeds \$7 million," should be "not-to-exceed \$7 million," as stated in the Resolution. On Page 7, it should be "an amount that does not exceed \$11 million." On Page 8, "plaited lots" should be "platted lots." Mr. Flint felt that these were substantive changes and the Transcriptionist should do a better job on the minutes.

On MOTION by Mr. Livingston seconded by Mr. Smith with all in favor the Minutes of the May 17, 2023 Meeting were approved as amended.

# FOURTH ORDER OF BUSINESS Review and Acceptance of Fiscal Year 2023 Audit Report

Mr. Flint stated the CDD was a Government entity, was required to have an annual independent audit by Statute. The Board selected Grau & Associates and they completed the Fiscal Year 2023 audit, which was included in the agenda package. There were no current or prior year findings or recommendations and the District complied with the provisions of the Auditor General of the State of Florida. It was a clean audit.

On MOTION by Mr. Root seconded by Mr. Smith with all in favor accepting the Fiscal Year 2023 Audit Report and authorizing transmittal to the State of Florida was approved.

### FIFTH ORDER OF BUSINESS Financing Matters – Phase 1-3 Tract

### A. Consideration of Supplemental Engineer's Report – Phase 1-3 Tract

Mr. Flint recalled that the District Engineer was asked to prepare a Supplemental Engineers Report for the Phase 1 through 3 Tract in Assessment Areas One and Two, which was included in the agenda package. There were no changes to the report. Mr. Mynchenberg confirmed that there were no recent changes.

On MOTION by Mr. Smith seconded by Mr. Livingston with all in favor the Supplemental Engineer's Report dated April 2024 for the Phase 1-3 Tract was approved.

### B. Consideration of Amended and Restated Master Assessment Methodology Report for Phase 1-3 Tract

Mr. Flint presented the Amended and Restated Master Assessment Methodology Report for the Phase 1 through 3 Tract, which was included in the agenda package. The Master Assessment Methodology Report, originally called everything Assessment Area One and based on how the District was ultimately financed, it was amended to match up with the terminology. The amounts in that report did not change.

On MOTION by Mr. Smith seconded by Mr. Livingston with all in favor approval of the Amended and Restated Master Assessment Methodology Report for the Phase 1-3 Tract was approved.

### C. Consideration of Final Supplemental Assessment Methodology Report for Phase 1-3 Tract

Mr. Flint presented the Final Supplemental Assessment Methodology Report for the Phase 1 through 3 Tract, which was included in the agenda package. A Preliminary Supplemental Assessment Methodology was prepared for purposes of marketing the bonds that the Underwriter used in the Preliminary Limited Offering Memorandum (PLOM). However, once the pricing took place, this report reflected the actual terms. Although there were two series of bonds, Series 2024-1 and Series 2024-2, there was one Supplemental Assessment Methodology Report covering both areas. Table 1, on Page 9 of the report, included two assessment areas; Assessment Area One, which identified 211 units and Assessment Area Two, which identified 124 units. Table 2 breaks out the capital costs by assessment area. Assessment Area One, which included Phases 1 and 3, had an estimated capital improvement cost of \$13.3 million and Assessment Area Two, which was for Phase 2, had an estimated capital improvement cost of \$8.5 million. Table 3 showed the bond sizing, for both series. Assessment Area One was referred to as 2024-1 and Assessment Area Two was referred to as 2024-2. The par amount of 2024-1 was \$5,040,000 and had an average coupon of 5.53%, 30-year amortization of capitalized interest through November of this year, 100% max annual debt service reserve and Underwriters discount. The 2024-2 bonds had a higher interest rate, same amortization period, capitalized interest through November of next year and same debt service reserve. It had a par amount of \$8.785 million. Table 4 showed the allocation of benefit based on the improvement cost. Table 5 showed the allocation of benefit based on the par debt. Table 6 identified the net and gross annual assessments for the two series of bonds and Table 7 included the Preliminary Assessment Roll.

On MOTION by Mr. Livingston seconded by Mr. Smith with all in favor approval of the Final Supplemental Assessment Methodology Report for the Phase 1-3 Tract was approved.

- D. Consideration of Resolution 2024-07 Finalizing the Series 2024-1 Bonds
- E. Consideration of Resolution 2024-08 Finalizing the Series 2024-2 Bonds

Mr. Flint presented two resolutions, one that finalized the assessments for the Series 2024-1 bonds, which was 2024-07 and one finalizing the assessments for the Series 2024-2 bonds. The exhibits to the resolutions were the same for both series of bonds, because the Engineer's Report and the Assessment Methodology were combined and show both assessment areas. Mr. Sullivan confirmed that the Board previously approved these documents as to form and the blanks were filled in based on the bond sizing. The only substantive difference was requested by Developer's Council, indicating that one of the parties signing the agreement, was not allowed to perform any development activities. On the ancillary documents provided by the District, Veranda Bay Investments was noted as a landowner, but not as a developer.

On MOTION by Mr. Root seconded by Mr. Smith with all in favor Resolution 2024-07 Finalizing Special Assessments; Securing the District's Special Assessment Bonds, Series 2024-1; Providing for Severability, Conflicts and an Effective Date was adopted.

Mr. Flint stated Resolution 2024-08 finalized the 2024-2 bonds.

On MOTION by Mr. Root seconded by Mr. Smith with all in favor Resolution 2024-08 Finalizing Special Assessments; Securing the District's Special Assessment Bonds, Series 2024-2 Providing for Severability, Conflicts and an Effective Date was adopted.

#### SIXTH ORDER OF BUSINESS

Consideration of Acquisition of Completed Improvements for Assessment Area One – Under Separate Cover

Mr. Flint reported that staff was still working through the acquisition of the completed improvements in Phase 1 in Assessment Area One, with the hope of acquiring those improvements. In Assessment Area Two, staff planned to assign the contract at a subsequent meeting but questioned whether the Board wanted to do it at a subsequent meeting. Mr. Belshe requested an update from District Counsel. Mr. Sullivan explained that Assessment Area One was comprised of the lots abutting their intercoastal waterway and a portion of the property abutting John Anderson Highway. The improvements on the property against the intracoastal

waterway, were completed, but the parcel abutting John Anderson Highway, was still under construction. As a result, they were working through the process of getting the District Engineer and the Consulting Engineer, to certify completion of the improvements on the lots by the intercoastal waterway. The Board would be asked to either accept the contracts for the parcel by John Anderson Highway or if they were complete, it would just be an acceptance of the completed product. Mr. Belshe was under the impression that there were plenty of improvements within the first phase of construction, to satisfy that bond issue and that the construction of the second phase, would continue and not affect this, because there were more improvements than the bond amount. Mr. Flint confirmed that there was \$4.36 million in construction funds. Mr. Belshe believed that there was \$10 million worth of expenses. Mr. Flint indicated if they were all public improvements, they did need to worry about assigning any other contracts.

Mr. Belshe asked if they were close to having all of the documents prepared, which was why he was requesting an update. Ms. Ferguson did not know what was involved. Mr. Sullivan requested a list of completed improvements for Phase 1, that they were asking the District to acquire, as well as an Engineering Certification as to a reasonable cost. Mr. Belshe asked if it would be consistent with the table in the Assessment Methodology. Mr. Sullivan understood that it would be inclusive of everything in Assessment Area One and would not include the construction that was completed in the front part. Mr. Mynchenberg confirmed that it was broken out. Mr. Flint pointed out that Mr. Mynchenberg would put together the data. Mr. Belshe recalled that they reduced it to a table that included the various phases of construction. Mr. Sullivan asked in Phase 1, if the water, sanitary sewer and reuse systems were complete. Mr. Belshe confirmed that everything was complete and in place, as they received the Certificate of Occupancy for that portion of the property. Mr. Sullivan asked if the stormwater management system was also complete. Mr. Belshe confirmed that it was complete. Mr. Flint reiterated that Mr. Mynchenberg would include the data and demonstrate what was paid and Mr. Sullivan would obtain the certifications to attach to the resolution. Mr. Belshe requested that the Board consider a resolution allowing the Chair or another Board Member, the authority to accept the transfer of the improvements and issue of the funds, instead of waiting 30 days and having to come back to another Board meeting, because the improvements were there. Mr. Sullivan was comfortable from a legal standpoint, if the Board wanted to delegate authority for a Board Member to execute the standard and customary Acquisition Agreement, as long as the

appropriate certifications were received from the engineers, the complete status and reasonable cost. Then at the next Board meeting, the Board would ratify those actions. Mr. Flint recommended that the motion include a not-to-exceed amount of \$4,360,882, which was the amount in the construction account and that the Board delegate authority to the Chair or Vice Chair to execute the necessary documents to effectuate the conveyance and acquisition of the infrastructure identified in the Engineers Report in Assessment Area One.

Mr. Root MOVED to delegate authority to the Chair to execute the necessary documents to effectuate the conveyance and acquisition of the infrastructure identified in the Engineers Report in Assessment Area One in a not-to-exceed amount of \$4,360,882 to be paid out of the Construction Account.

Mr. Belshe questioned who would be available to execute the documents. Mr. Smith confirmed that he would be available for the next two weeks. Mr. Flint requested that the motion be amended to delegate authority to the Chair or Vice Chair to execute any deeds or necessary documents.

Mr. Root MOVED to delegate authority to the Chair or Vice Chair to execute the necessary documents to effectuate the conveyance and acquisition of the infrastructure identified in the Engineers Report in Assessment Area One in a not-to-exceed amount of \$4,360,882 to be paid out of the Construction Account and Mr. Livingston seconded the motion.

Mr. Flint noted that the motion would include the execution of any deeds or documents necessary.

On VOICE VOTE with all in favor delegating authority to the Chair or Vice Chair to execute the necessary documents to effectuate the conveyance and acquisition of the infrastructure identified in the Engineers Report in Assessment Area One in a not-to-exceed amount of \$4,360,882 to be paid out of the Construction Account was approved.

## SEVENTH ORDER OF BUSINESS Consideration of Series 2004 Bonds Requisition #1 – Under Separate Cover

Mr. Flint reported that the consideration of Requisition #1 was included on the agenda, but no action was necessary, because the Board did not have to approve requisitions in advance.

It will be provided to the Board to be ratified, once the improvements were conveyed and acquired, so that the requisition could be processed.

### EIGHTH ORDER OF BUSINESS Consideration of Revised Proposed Fiscal Year 2025 Budget

Mr. Flint recalled that the Board approved the Proposed Budget at the last meeting, which was administrative in nature, with a Developer Funding Agreement as the source and there was some discussion about the desire to impose Operation and Maintenance (O&M) assessments in the Fiscal Year 2025 budget. As a result, the 2025 budget was revised; however, the public hearing to consider the final adoption, was July 19th and the 30-day mailed notice that was required to be sent to residents, must be sent by tomorrow. The administrative expenses have not significantly changed, but it included the operating expenses associated with Assessment Area One. The largest expense was Landscape Maintenance. Two informal bids were received for budgeting purposes on that streetlight. Agreements were in place and staff communicated with Florida, Power & Light (FPL), regarding the cost per pole, that would ultimately be billed to the District. The landscape bids that were received, did not include mulch, tree trimming and annuals, to the extent there were any and as a result, the budget for Landscape Maintenance, was on the high side for budgeting purposes, but it could be reduced. A portion of the administrative costs, were allocated to the unplatted lots, based on the ratio of platted to unplatted. Therefore, the 211 units that were platted, based on this budget, had a gross per unit amount of \$1,332 33 per year and the 124 unplatted units would pay \$150.68 per unit per year, for their portion of the administrative costs. However, the developer may have made a commitment to cap these assessments at \$1,000 in the first year and recommended that Developer Contributions be increased, to reduce the per unit amount to \$1,000, which in future years, could be adjusted. As a result, there would be a Developer Funding Agreement for a portion of this budget.

Mr. Smith asked if the roads would be private in Assessment Area One and if the CDD would be responsible for long-term maintenance, as there was no roadway reserve in the budget, but it would not be an issue in the first year, but it would in future years. Mr. Flint confirmed that there was no roadway reserve, as it was just for Assessment Area One, but as there were other areas and other units, there would be an opportunity to make those adjustments. At this point, anything above \$1,000 per unit, was developer funded and there was a cap of \$1,000. Mr. Livingston questioned the *Water & Sewer* line item. Mr. Flint explained that this line item

needed additional research, because it was meant to pay for the irrigation, but did not know the costs for surface water, for the pumps and the system that was going to be in place. The amount budgeted, contemplated water billed from Flagler Beach or an irrigation system. Mr. Livingston asked if there would be reuse water. Mr. Belshe confirmed there would not be a Water Treatment Plant (WTP) and they planned to ask Flagler Beach to provide it at no cost to the CDD, for the amenities and common areas, but this was being negotiated, since they spent \$1.5 million installing it. Mr. Smith asked if they would be pumping water out of their ponds, in the foreseeable future, as it would take years to build a WTP.

Mr. Belshe pointed out they had not even started and it could take years to build a WTP and requested that the Board could work on the budget between now and the next meeting. Mr. Livingston understood that this was a preliminary budget. Mr. Flint confirmed that the Board would be capped at the per unit amount in the mailed notice, but if \$30,000 ends up being \$15,000, the Developers Contributions could be reduced to offset the difference. Mr. Belshe indicated that the amount would be used in the next two to four years, to run the pump. Mr. Flint stated it depends on the type of system, but typically, there would be a Maintenance Contract for repairs needing to be made, in addition to the electric. Mr. Smith believed that they were probably covered for the first few years, but it would be capped at a lower amount for the residents and the developer makes up the difference.

Mr. Belshe indicated they estimated \$1,000; however, to keep everyone happy, they wanted to do it for this fiscal year. Mr. Flint believed that a fraction of that amount would be contributed, as these were 12-month expenses, because they did not know when the infrastructure would be conveyed to the District to start maintaining it. Mr. Belshe questioned whether this would reduce developer contributions. Mr. Flint explained that the per unit assessment would be set by the final budget, which would be certified to the county for inclusion on the Tax Bill. Mr. Root asked if staff was comfortable with the cap. Mr. Flint confirmed that the developer wanted to cap it at \$1,000 and were going to make up the difference. There would be a Developer Funding Agreement on the agenda at the final budget hearing and recommended that the Board approve it before adopting the budget. Mr. Belshe was uncomfortable with the word, "Cap," as it would be a developer contribution, at this point in time, which could fluctuate in the future. In their contracts, it was estimated at \$1,000 per year for the first year and they would discuss the future years. Mr. Root asked if it was set at \$1,000 today, if it could increase.

Mr. Flint confirmed that it could not increase and the mailed notice would identify \$1,000 versus \$13,000. Mr. LeBrun pointed that according to Mr. Darrin Mossing Jr., the letter was sent out today, with the \$13,000. Mr. Flint stated it should not have included that amount. Mr. Belshe asked if a follow-up letter could be mailed out, stating that the developer would be funding the difference. Mr. Flint would send out an amended letter to residents.

Mr. Smith asked if maintenance would start by October 1st, since assessments were not received until December or January. Mr. Flint explained that the Developer Funding Agreement would start on October 1st and from a cashflow perspective, the District would not have money until assessments were received in December. However, the developer could be reimbursed, but this would not make sense, if they needed to fund something at the end of the fiscal year. Mr. Belshe asked if they could estimate the costs and transfer the money from the construction account now and take less money. Mr. Flint confirmed that construction money could not be used for operating expenses. Mr. Sullivan advised that there could be a True Up Agreement at the end of year, if the developer did not need to get reimbursed immediately and include language in the Developer Funding Agreement, for the developer to fund at the beginning of the year, wait for O&M assessments to be received through the Tax Roll and have a True Up Agreement towards the summer of 2025. Mr. Belshe would do whatever works best for the District. Mr. Livingston understood that the final budget could not be more than the Proposed Budget. Mr. Flint believed that the desire of the Board was to approve the Proposed Budget at \$1,000 per unit gross and it could at the public hearing, it could be reduced.

On MOTION by Mr. Livingston seconded by Mr. Smith with all in favor the revised Proposed Fiscal Year 2025 Budget, reflecting a \$1,000 Operation and Maintenance Assessment and an increase to Developer Contributions, to reduce the per unit amount to \$1,000 was approved.

### **NINTH ORDER OF BUSINESS**

Consideration of Resolution 2024-09 Designating Assistant Secretary

Mr. Flint presented Resolution 2024-09, designating Mr. Jeremy LeBrun as an Assistant Secretary, in order to attest the signature of the Chair or Vice Chair.

On MOTION by Mr. Root seconded by Mr. Smith with all in favor Resolution 2024-09 Designating Mr. Jeremy LeBrun as Assistant Secretary was adopted.

#### TENTH ORDER OF BUSINESS

Consideration of Data Sharing and Usage Agreement with Flagler County Property Appraiser - Added

Mr. Flint reported that a Data Sharing and Usage Agreement with the Flagler County Property Appraiser, was added to the agenda, which was required as part of using the Tax Bill, as the collection method. It was a standard agreement, which the county required and all counties that GMS were involved in, required, the purpose of which anything confidential would not be disclosed, such as addresses for judges or police officers, which were exempt from public records.

On MOTION by Mr. Smith seconded by Mr. Livingston with all in favor the Flagler County Property Appraiser Data Sharing and Usage Agreement was approved.

### **ELEVENTH ORDER OF BUSINESS** Staff Reports

### A. Attorney

There being no comments, the next item followed.

### B. Engineer

There being no comments, the next item followed.

### C. District Manager's Report

### i. Balance Sheet and Income Statement

Mr. Flint presented the Unaudited Financials through May 31, 2024, which were included in the agenda package. The Debt Service Fund was not included, as the closing was on Friday. No action was required by the Board.

### ii. Ratification of Funding Request #32

Mr. Flint presented Funding Request #32, which was included in the agenda package. It was submitted to the developer under the current Funding Agreement.

On MOTION by Mr. Smith seconded by Mr. Livingston with all in favor Funding Request #32 were ratified.

### iii. Form 1 Filing Reminder – Due July 1<sup>st</sup> - Added

Mr. Flint reminded the Board that Form 1 was due by July 1st, which would be filed electronically for this year. Mr. Livingston pointed out that he filed it, but it was not easy to do. Mr. Flint reported a change in the Legislature, regarding a Bill that was passed in the last session, which required Special Districts to develop goals and objectives and performance measurements by October 1st and annually reported every December, whether those goals and objectives were met. Mr. Livingston questioned who developed them. Mr. Flint explained that the law was not specific and the only place where it was posted, was on the District's website. No regulatory agency was monitoring it. A basic set of goals and objectives, which would be provided to the Board at the July meeting. It would then be provided to the Board, whenever the budget was adopted; however, if at some point in the future, if the Board wanted to do strategic planning, they could, but staff wanted to ensure that the District complied with it. Mr. Livingston questioned the ethics training that was due at the end of the year. Mr. Flint confirmed that the Board had until December 31st, to complete the four hours of ethics training, which would be reported on the July 1, 2025 Form 1. Mr. Root asked about the challenge. Mr. Flint reported that there was a challenge to Form 6, which Board Members were not required to complete, as it was only required by City and County Commissioners and was found to be unconstitutional. Form 1 only looked at sources, but Form 6, looked for conflicts. Mr. Lusby asked if the ethics training was required for every District that he served on. Mr. Flint confirmed that it only needed to be completed one time, but it was an annual requirement.

### TWELFTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

### THIRTEENTH ORDER OF BUSINESS Supervisor's Request

There being no comments, the next item followed.

### FOURTEENTH ORDER OF BUSINESS Adjournment

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



### 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, July 19, 2024 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 Vice Chairman
William Livingston Assistant Secretary

Also present was:

George Flint by phone District Manager
Jeremy LeBrun District Manager
Vincent Sullivan District Counsel

The following is a summary of the discussions and actions taken at the July 19, 2024 Gardens at Hammock Beach Community Development District's Meeting.

### FIRST ORDER OF BUSINESS Roll Call

Mr. LeBrun called the meeting to order at 12:32 p.m. A quorum was present.

### SECOND ORDER OF BUSINESS Public Comment Period

Mr. LeBrun opened the public comment period. Resident Stacy Stewart (340 Monterey Street) introduced himself and his wife Pilar. They received three statements for Gardens at Hammock Beach for three lots that they owned in Veranda Bay. Mr. Livingston explained that the CDD's name was different than the project, due to the prior name. There being no further comments, Mr. LeBrun closed the public comment period.

### THIRD ORDER OF BUSINESS Approval of Minutes of the June 18, 2024 Meeting

Mr. LeBrun presented the minutes of the June 18, 2024 meeting, which were included in the agenda package. Mr. Livingston indicated that Ms. Lo Etienne was not present by phone and

on Page 3, under Item C, "A Preliminary Supplemental Assessment Methodology was prepared," not "marketed." Mr. LeBrun noted these changes. Mr. Livingston pointed out starting on Page 5, many items were misattributed to him, that were actually Mr. Belshe and on Page 8, Mr. Smith was misattributed to statements made by Mr. Belshe. Mr. Flint requested that the Board defer action on the minutes to the next meeting, so that staff could pull the recording. The minutes were deferred until the next meeting.

### FOURTH ORDER OF BUSINESS Public Hearing

On MOTION by Mr. Smith seconded by Mr. Lusby with all in favor the public hearing for the Fiscal Year 2025 budget adoption was opened.

Mr. LeBrun recalled that the Board previously approved the Proposed Budget for Fiscal Year 2025, at the last meeting and set the public hearing for this meeting. The actuals were through June 30<sup>th</sup>. At the last meeting, the Board also approved a developer contribution, in order to balance out the assessment level that was desired, which was reflected under *Revenues* and on the bottom of the first page, with the platted and unplatted units. The assessment amount was what the Board approved last month. The *Field* expenses were for the cost to maintain Assessment Area One, which staff budgeted to the best of their ability. Mr. LeBrun asked if there were any public comments. There were no public comments.

On MOTION by Mr. Livingston seconded by Mr. Smith with all in favor the public hearing for the Fiscal Year 2025 budget adoption was closed.

## A. Consideration of Resolution 2024-10 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations

Mr. LeBrun presented Resolution 2024-10, adopting the Fiscal Year 2025 budget which was attached as Exhibit A. Mr. Smith pointed out that the initial year of any budget was hard to estimate and asked if the developer made up the difference, if it was over budget. Mr. LeBrun confirmed that there was a Developer Funding Agreement, which would be considered by the Board later in the meeting. Mr. Flint pointed out if expenses exceeded both the assessments and the developer contribution, there were costs for Phases 1 and 3 in the budget. Since Phase 3 was still under construction, the likelihood was that the estimate for the full 12 months was low. The

largest amount was for landscaping, but staff felt good about the amount, as two proposals were obtained for budgeting purposes. However, there was no backup Funding Agreement on the operations, as the Developer Funding Agreement was intended to handle administrative costs for the unplatted areas. Mr. LeBrun stated that staff did not anticipate going over budget for the expenses and there were sufficient contingency funds.

On MOTION by Mr. Smith seconded by Mr. Livingston with all in favor Resolution 2024-10 Adopting the Fiscal Year 2025 Budget and Relating to the Annual Appropriations was approved.

### B. Consideration of Resolution 2024-11 Imposing Special Assessments and Certifying Assessment Roll

Mr. LeBrun presented Resolution 2024-11, imposing special assessments and certifying an assessment roll which was the mechanism to fund the Fiscal Year 2025 budget through the tax roll. Mr. Flint explained that there were two exhibits to the resolution, Exhibit A, which was the Fiscal Year 2025 Budget and Exhibit B, which was the assessment roll that would be certified by the County for collection.

On MOTION by Mr. Smith seconded by Mr. Lusby with all in favor Resolution 2024-11 Imposing Special Assessments and Certifying Assessment Roll was approved.

### FIFTH ORDER OF BUSINESS

### **Consideration of Fiscal Year 2025 Developer Funding Agreement**

Mr. LeBrun presented the Developer Funding Agreement for Fiscal Year 2025. There was currently a Developer Funding Agreement in place for Fiscal Year 2024. There were no material changes, as it was just updated for the upcoming fiscal year for developer expenses.

On MOTION by Mr. Livingston seconded by Mr. Smith with all in favor the Fiscal Year 2025 Developer Funding Agreement was approved.

#### SIXTH ORDER OF BUSINESS

### **Adoption of District Goals & Objectives**

Mr. LeBrun reported that legislature had passed requiring CDDs to adopt annual goals and objectives by October 1<sup>st</sup> each year. GMS provided a memorandum listing the following key categories for the Board to focus on for Fiscal Year 2025, as well as including a reporting form:

1) Community Communication and Engagement, 2) Infrastructure and Facilities Maintenance

and 3) Financial Transparency and Accountability. In December of 2025, Districts must report on their website, whether or not they achieved the goals and objectives that were adopted. The goals that GMS created, included items that the Districts were currently undertaking, related to infrastructure, facility maintenance, meeting compliance and financial transparency.

On MOTION by Mr. Livingston seconded by Mr. Smith with all in favor the District's Goals and Objectives were approved as presented.

Mr. LeBrun would have these items posted to the District's website and they would be reviewed by the Board at the end of the year.

### SEVENTH ORDER OF BUSINESS Ratification of Series 2024 Bonds Requisition #1 – Under Separate Cover

Mr. Sullivan recalled that the Board recently approved the issuance of the 2024-1 and 2024-2 bonds. The developer of the property requested that the District purchase completed improvements in Phases 1A and 1B, specifically Spine Road and the road going out by the intercoastal waterway, out of the 2024-1 bonds. The developer was requesting the totality of the amount of bonds available in the Construction Fund account, which was roughly \$4.3 million. A cost breakdown, showing the expenditures made by the developer on the infrastructure, was included. The amount of the bond was not sufficient to cover this amount, which was understood by the developer and the developer was only looking to be reimbursed from what the District had to purchase those public improvements. Those improvements consisted of stormwater and reuse water systems, sanitary sewer, potable water, items outlined in the Engineer's Report, for Assessment Area One, that the District was taking ownership of. Phase 3 was also included in Assessment Area One, but because there were insufficient funds, the District was only taking ownership of items in the Phase 1 project. There were also certifications from various entities that worked on the property, such as Atlantic Ecological, SE Klein, and Vertigo and they would receive confirmation that the District was acquiring ownership and had the right to rely on any warranties and representations that the developer currently had. Lastly, there was a certification from the District Engineer, certifying that the infrastructure was installed according to the plans and specifications and the amounts represented by the contractor and the developer, were reasonably comparable to fair market value. There was also a certification from the Consulting Engineer for the developer, certifying the same.

On MOTION by Mr. Smith seconded by Mr. Livingston with all in favor Series 2024 Bonds Requisition #1 was ratified.

### EIGHTH ORDER OF BUSINESS

### **Staff Reports**

### A. Attorney

There being no comments, the next item followed.

### B. Engineer and Maintenance Report

There being no comments, the next item followed.

### C. District Manager's Report

### i. Balance Sheet and Income Statement

Mr. LeBrun presented the Unaudited Financials through June 30, 2024, which were included in the agenda package. No action was required by the Board.

### ii. Approval of Fiscal Year 2025 Meeting Schedule

Mr. LeBrun presented the Fiscal Year 2025 meeting schedule, which the District was required to approve each year. The District met on an as needed basis, but it was aligned with other Districts that Board Members served on, for ease of travel. The Board agreed to continue meeting on an as needed basis.

On MOTION by Mr. Smith seconded by Mr. Lusby with all in favor the Fiscal Year 2025 meeting schedule as presented was approved.

#### NINTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

#### TENTH ORDER OF BUSINESS

Supervisor's Request

There being no comments, the next item followed.

#### **ELEVENTH ORDER OF BUSINESS**

Adjournment

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

# **SECTION IV**

#### **RESOLUTION 2024-12**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF REAL PROPERTY, ASSIGNMENT OF CONSTRUCTION CONTRACTS AND ACQUISITION OF CERTAIN IMPROVEMENTS; AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, EXECUTE AND ACCEPT ALL DOCUMENTS TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Gardens at Hammock Beach Community Development District ("District") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("Uniform Act"), for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of certain infrastructure within and without the boundaries of the premises to be governed by the District; and

WHEREAS, the District has the authority, generally under the Act, and specifically under Section 190.012, Florida Statutes, to acquire real property and improvements for, among other things, the purposes of operating and maintaining systems, facilities, and basic infrastructure within the District; and

WHEREAS, the District has the authority, generally under Florida Law and the Act, and specifically under Section 190.011(7)(a), Florida Statutes, to acquire, dispose of any real property, dedications or platted reservations in any manner so long as it is in the best interest of the District; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within the boundaries of the District, which plan is detailed in the *Gardens at Hammock Beach Community Development District Supplemental Engineers Report – Phase 1-3 Tract* dated April 2024, prepared by Parker Mynchenberg & Associates (the "Supplemental Engineer's Report" and the improvements set forth therein, the "Phase 2 Project"); and

WHEREAS, Palm Coast Intracoastal, LLC, a Florida limited liability company and Veranda Bay Investments, LLC, a Florida limited liability company (hereinafter the "Developer<sup>1</sup>"), is the owner and development manager of the lands located in the boundaries of the District; and

<sup>1</sup> The Operating Agreement of Veranda Bay Investments, LLC does not authorize Veranda Bay Investments to engage in land development. Therefore, any reference to the term Developer in connection with the physical development of land does not include Veranda Bay Investments, LLC.

WHEREAS, pursuant to Resolution No. 2024-04, the District commenced issuance of its Special Assessment Bonds, Series 2024-2 to finance the design, construction, or acquisition of certain infrastructure improvements necessitated by the development of the Phase 2 Project (the "2024-2 Bonds"), which Bonds closed on May 17, 2024 and generated proceeds in the amount of \$7,145,975.90 which was deposited in the Series 2024 Acquisition and Construction Account, as defined in the Master Trust Indenture, (the "Master Indenture"), between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), as supplemented by the Second Supplemental Trust Indenture dated as of June 1, 2024, between the District and the Trustee (the "Supplemental Indenture" and, together with the Master Indenture, the "Indenture") which will be used to finance a portion of the costs associated with the Phase 2 Project; and

WHEREAS, in conjunction with the issuance of the Bonds, the District and Developer entered into, among other financial documents, the *Agreement for the Acquisition of Certain Work Product, Materials, and infrastructure* ("Acquisition Agreement"), which sets forth the process by which the District may acquire the improvements comprising the Phase 2 Project, or take assignment of certain contracts for construction of improvements comprising the Phase 2 Project, as applicable; and

WHEREAS, the Developer and contractor, JD Weber Construction, previously entered into that certain *Contract for Construction Services* for Veranda Bay Phase 2 dated as of July 26, 2024, (the "JD Weber Contract"), which is incorporated herein by this reference as is fully recited herein and summarized in the chart attached hereto as **Exhibit A**, and commenced certain public sitework infrastructure improvements (collectively, the "Improvements") comprising a portion of the Phase 2 Project; and

WHEREAS, the District and Developer desire to enter into various agreements whereby the Developer transfers, assigns and conveys unto the District all of the rights, interests, benefits and privileges of Developer under the JD Weber Contract ("Assignment"), forms of which are attached hereto as Composite Exhibit B, (collectively, "Assignment Documents"), and sell to the District the completed portions of the Improvements constructed under the Construction Agreement ("Acquisition"); and

WHEREAS, a portion of the work contained in the JD Weber Contract is for private work outside the scope of the Phase 2 Project and the District and Developer desire to enter into a Cost Share Agreement for the Phase 2 improvements (the "Cost Share Agreement") to allow Developer to continue to fund the private portion of the work, form of which is attached hereto as **Exhibit C**; and

WHEREAS, the District desires to confirm, ratify and approve all actions of Board Member(s) and District staff regarding the Assignment of the Construction Agreement and Acquisition of the Improvements up to date and further authorize Chairman and District staff to take all actions necessary to complete same.

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

**SECTION 1.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The Assignment Documents attached hereto as **Composite Exhibit B**, and the Cost Share Agreement attached hereto as **Exhibit C**, are approved, the Chairman and District staff are hereby authorized by the Board to finalize and execute Assignment Documents.

**SECTION 3.** The actions of Board members and District staff including but not limited to District Engineer and District Counsel in negotiating, preparing, drafting and coordinating the Assignment and Acquisition relating to the JD Weber Contract, and all actions taken hereinafter and in the furtherance of completing the Assignment and Acquisition, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, confirmed, approved and further authorized by the Board.

**SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 20th day of September, 2024.

ATTEST:	GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT
Assistant Secretary	Clint Smith, Chairman, Board of Supervisors
Exhibit A	Summary of ID Weber Contract

Exhibit A Summary of JD Weber Contract
Composite Exhibit B Assignment Documents
Exhibit C Cost Share Agreement

### EXHIBIT A Summary of JD Weber Contract For Veranda Bay Phase 2

The construction of miscellaneous items, erosion and pollution control, earthwork on site, roadway installation, curb installation, traffic striping and signing, installation of potable water utilities, installation of sanitary sewer utilities, installation of reclaimed water utilities, installation of stormwater drainage systems, and restoration of land to vegetative state all on property located in what is commonly known as Veranda Bay Phase 2, and more particularly described as follows:

### PHASE 2

PAGE 28

A PORTION OF SECTIONS 13 AND 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201 AND A 100 FOOT RIGHT OF WAY) AND THE NORTH LINE OF SAID SECTION 38; THENCE SOUTH 18\*10\*14\* EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 331:23 FEET; THENCE NORTH 71\*49\*46\* EAST, DEPARTING FROM SAID RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 71\*49\*46\* EAST, A DISTANCE OF 370.00 FEET; THENCE NORTH 18\*10\*14\* WEST, A DISTANCE OF 325.00 FEET; THENCE NORTH 71\*49\*46\* EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 18\*10\*14\* WEST, A DISTANCE OF 325.00 FEET; THENCE NORTH 71\*49\*46\* EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 18\*10\*14\* WEST, A DISTANCE OF 10.01 FEET TO THE POINT OF CURVE ON CAVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11\*321\*47. THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 12\*24\*08\* WEST AND A CHORD ISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE SOUTH OF 3226\* WEST, A DISTANCE OF 140.00 FEET; THENCE SOUTH OF 3226\* WEST, A DISTANCE OF 140.00 FEET; THENCE SOUTH OF 3226\* WEST, A DISTANCE OF 140.00 FEET; THENCE SOUTH OF 3226\* EAST, A DISTANCE OF 384.95 FEET; SOUTH 18\*10\*14\* EAST, A DISTANCE OF 935.73 FEET; THENCE SOUTH 17\*149\*46\* WEST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*10\*14\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*10\*14\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH OF 3226\* EAST, A DISTANCE OF 384.95 FEET; SOUTH 18\*10\*14\* EAST, A DISTANCE OF 935.73 FEET; THENCE SOUTH 17\*149\*46\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*10\*14\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*10\*14\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*10\*14\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*10\*14\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*10\*14\* EAST, A DISTANCE OF 140.00 FEET;

### Together with

#### PHASE 20

A PORTION OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201 AND A 100 FOOT RIGHT OF WAY) AND THE NORTH LINE OF SAID SECTION 38; THENCE SOUTH 18"1014" EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 331.23 FEET TO THE POINT OF BEGINNING; THENCE NORTH 71"49"46" EAST, DEPARTING FROM SAID RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 18"1014" EAST, A DISTANCE OF 1906.48 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 495.00 FEET AND A CENTRAL ANGLE OF 14"35"52", THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 125.68 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 78"80"0" WEST AND A CHORD DISTANCE OF 125.35 FEET TO A POINT OF A CURVE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 10"55"26", THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.77 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 23"37"58" WEST AND A CHORD DISTANCE OF 4.76 FEET; THENCE; THENCE SOUTH 72"1112" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 18"10"14" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 18"10"14" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 71"49"46" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 18"10"14" WEST, A DISTANCE OF 10" SAID RIGHT OF WAY LINE, A DISTANCE OF 1800.00 FEET TO THE INTERSECTION WITH THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY; THENCE NORTH 18"10"14" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1800.00 FEET TO THE POINT OF BEGINNING.

	Total Contract
<u>Category</u>	<u>Value</u>
Misc. Bid Items	
Mobilization	\$16,162.00
Survey layout & as-builts	\$144,631.00
Testing & finalization	\$42,943.00
Sub-Total	\$203,736.00
Erosion and Pollution	
Control	
Silt fence	\$23,825.10
SWPPP	\$14,528.00
NOI	\$551.25
Construction entrance	\$7,412.00
Total Erosion and Pollution	\$46,316.35
Control	\$40,510.55
Earthwork On Site	
General Balance & Rough	\$592,118.34
Grade	
Excavate Ponds	\$271,139.21
Total Earthwork On site	\$863,257.55
Paving Base & Subbase	
Asphalt 1.5" SP 12.5	\$262,997.49
6" Base	\$386,470.49
6" Stabilized Subbase	\$162,508.89
Asphalt 1" SP 9.5 Offsite	\$57,515.08
Asphalt 2" SP 9.5 Offsite	\$78,365.28
12" Base	\$111,607.58
14" Stabilized Subbase	\$48,447.57
1" Mill & Overlay	\$130,112.00
Total Paving Base & Subbase	\$1,238,024.38
Concrete On Site	
Miami Curb	\$273,190.32
Type F Curb	\$51,857.01
Inlet Aprons	\$32,300.00
ADA Ramp with Detectable	\$29,556.00
Mat	•
6" Sidewalks Onsite	\$153,616.76
6" Sidewalk Offsite	\$191,691.66
Total Concrete On Site	\$732,211.75
Traffic Striping & Signage	#1 <i>E</i> 0 <b>72</b> 00
Traffic Stripping & Signage	\$15,972.00
Total Traffic Striping &	\$15,972.00
Signage	

10" PVC mains SDR-26	Sanitary Sewer System	
6-8' Deep       \$61,218.00         8-10' Deep       \$60,696.00         10-12' Deep       \$97,352.00         12-14' Deep       \$87,282.00         4-16' Deep       \$93,940.00         8" PVC MAINS SDR-26       \$2,574.00         0-6' Deep       \$2,574.00         6-8' Deep       \$29,214.00         VIDEO INSPECTION       ***         Main       \$37,280.60         Laterals       \$9,920.00         Sanitary Sewer Service       \$138,880.00         Precast Manholes       ***         0-6' Deep       \$11,340.00         6-8' Deep       \$23,760.00         8-10' Deep       \$24,720.00         10-12' Deep       \$28,020.00         12-14' Deep       \$24,720.00         14-16' Deep       \$78,520.00         Lift Station       \$430,900.00         Force Main       ***         6" PVC DR-18       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,359,626.60         Storm Drainage System       \$1,359,626.60         Structures       \$117,688.00 <th>10" PVC mains SDR-26</th> <th></th>	10" PVC mains SDR-26	
8-10' Deep \$60,696.00 10-12' Deep \$97,352.00 12-14' Deep \$87,282.00 14-16' Deep \$93,940.00 8" PVC MAINS SDR-26 0-6' Deep \$2,574.00 6-8' Deep \$29,214.00 VIDEO INSPECTION Main \$37,280.60 Laterals \$9,920.00 Sanitary Sewer Service \$138,880.00 Precast Manholes 0-6' Deep \$23,760.00 8-10' Deep \$23,760.00 8-10' Deep \$24,720.00 10-12' Deep \$24,720.00 12-14' Deep \$24,720.00 14-16' Deep \$78,520.00 Lift Station \$430,900.00 Force Main 6" PVC DR-18 \$29,440.00 6" Gate Valves \$3,860.00 Connect to Existing \$11,300.00 Flush & test pipe \$1,270.00 Storm Drainage System Pipe 18" RCP \$181,492.00 24" RCP \$181,492.00 Type C Inlet J Bottom \$20,100.00 Type E Inlet \$39,900.00 Control Structure \$12,630.00 60" Junction Manhole \$16,980.00 18" MES \$27,000.00	0-6' Deep	\$45,120.00
10-12' Deep	6-8' Deep	\$61,218.00
12-14' Deep	8-10' Deep	\$60,696.00
14-16' Deep	10-12' Deep	\$97,352.00
8" PVC MAINS SDR-26           0-6' Deep         \$2,574.00           6-8' Deep         \$29,214.00           VIDEO INSPECTION         Main         \$37,280.60           Laterals         \$9,920.00           Sanitary Sewer Service         \$138,880.00           Precast Manholes         0-6' Deep         \$11,340.00           6-8' Deep         \$23,760.00           8-10' Deep         \$24,720.00           10-12' Deep         \$28,020.00           12-14' Deep         \$24,720.00           14-16' Deep         \$78,520.00           Lift Station         \$430,900.00           Force Main           6" PVC DR-18         \$29,440.00           6" Gate Valves         \$3,860.00           Connect to Existing         \$10,300.00           Restrained Joint fittings         \$11,300.00           Flush & test pipe         \$1,270.00           Total Sanitary Sewer System         \$1,359,626.60           Storm Drainage System         Pipe           18" RCP         \$181,492.00           24" RCP         \$117,688.00           Type C Inlet         \$124,800.00           Type C Inlet         \$39,900.00           Control Structure         \$12,630.00 <td>12-14' Deep</td> <td>\$87,282.00</td>	12-14' Deep	\$87,282.00
0-6' Deep         \$2,574.00           6-8' Deep         \$29,214.00           VIDEO INSPECTION         ***           Main         \$37,280.60           Laterals         \$9,920.00           Sanitary Sewer Service         \$138,880.00           Precast Manholes         ***           0-6' Deep         \$11,340.00           6-8' Deep         \$23,760.00           8-10' Deep         \$24,720.00           10-12' Deep         \$24,720.00           14-16' Deep         \$78,520.00           Lift Station         \$430,900.00           Force Main         ***           6" PVC DR-18         \$29,440.00           6" Gate Valves         \$3,860.00           Connect to Existing         \$10,300.00           Restrained Joint fittings         \$11,300.00           Flush & test pipe         \$1,359,626.60           Storm Drainage System         \$1,359,626.60           Storm Drainage System         \$117,688.00           Structures         ***           "Type C Inlet         \$124,800.00           Type C Inlet J Bottom         \$20,100.00           Type E Inlet         \$39,900.00           Control Structure         \$12,630.00	14-16' Deep	\$93,940.00
See   See	8" PVC MAINS SDR-26	
VIDEO INSPECTION           Main         \$37,280.60           Laterals         \$9,920.00           Sanitary Sewer Service         \$138,880.00           Precast Manholes         \$11,340.00           0-6' Deep         \$11,340.00           6-8' Deep         \$23,760.00           8-10' Deep         \$42,720.00           10-12' Deep         \$28,020.00           12-14' Deep         \$78,520.00           Lift Station         \$430,900.00           Force Main         \$29,440.00           6" Gate Valves         \$3,860.00           Connect to Existing         \$10,300.00           Restrained Joint fittings         \$11,300.00           Flush & test pipe         \$1,270.00           Total Sanitary Sewer System         \$1,359,626.60           Storm Drainage System         \$117,688.00           Structures         **Type C Inlet         \$124,800.00           Type C Inlet J Bottom         \$20,100.00           Type E Inlet         \$39,900.00           Control Structure         \$12,630.00           60" Junction Manhole         \$16,980.00           18" MES         \$27,000.00	0-6' Deep	\$2,574.00
Main         \$37,280.60           Laterals         \$9,920.00           Sanitary Sewer Service         \$138,880.00           Precast Manholes         \$11,340.00           0-6' Deep         \$23,760.00           8-10' Deep         \$22,720.00           10-12' Deep         \$28,020.00           12-14' Deep         \$24,720.00           14-16' Deep         \$78,520.00           Lift Station         \$430,900.00           Force Main         \$29,440.00           6" PVC DR-18         \$29,440.00           6" Gate Valves         \$3,860.00           Connect to Existing         \$10,300.00           Restrained Joint fittings         \$11,300.00           Flush & test pipe         \$1,270.00           Total Sanitary Sewer System         \$1,359,626.60           Storm Drainage System         \$18,492.00           Pipe         \$18" RCP         \$181,492.00           24" RCP         \$117,688.00           Structures         Type C Inlet         \$20,100.00           Type C Inlet         \$39,900.00           Control Structure         \$12,630.00           60" Junction Manhole         \$16,980.00           18" MES         \$27,000.00	6-8' Deep	\$29,214.00
Sanitary Sewer Service	VIDEO INSPECTION	
Sanitary Sewer Service         \$138,880.00           Precast Manholes         0-6' Deep         \$11,340.00           6-8' Deep         \$23,760.00         8-10' Deep         \$42,720.00           8-10' Deep         \$28,020.00         12-14' Deep         \$28,020.00           12-14' Deep         \$78,520.00         14-16' Deep         \$78,520.00           Lift Station         \$430,900.00         Force Main           6" PVC DR-18         \$29,440.00         \$3,860.00           Connect to Existing         \$10,300.00         \$11,300.00           Restrained Joint fittings         \$11,300.00         \$11,300.00           Flush & test pipe         \$1,270.00         \$1,359,626.60           Storm Drainage System         \$1,359,626.60           Storm Drainage System         \$117,688.00           Structures         \$117,688.00           Structures         \$124,800.00           Type C Inlet         \$124,800.00           Type C Inlet J Bottom         \$20,100.00           Type E Inlet         \$39,900.00           Control Structure         \$12,630.00           60" Junction Manhole         \$16,980.00           18" MES         \$27,000.00	Main	\$37,280.60
Precast Manholes         0-6' Deep         \$11,340.00           6-8' Deep         \$23,760.00           8-10' Deep         \$42,720.00           10-12' Deep         \$28,020.00           12-14' Deep         \$24,720.00           14-16' Deep         \$78,520.00           Lift Station         \$430,900.00           Force Main           6" PVC DR-18         \$29,440.00           6" Gate Valves         \$3,860.00           Connect to Existing         \$10,300.00           Restrained Joint fittings         \$11,300.00           Flush & test pipe         \$1,270.00           Total Sanitary Sewer System         \$1,359,626.60           Storm Drainage System         \$181,492.00           Eller RCP         \$181,492.00           24" RCP         \$117,688.00           Structures         Type C Inlet         \$124,800.00           Type C Inlet J Bottom         \$20,100.00           Type E Inlet         \$39,900.00           Control Structure         \$12,630.00           60" Junction Manhole         \$16,980.00           18" MES         \$27,000.00	Laterals	\$9,920.00
0-6' Deep       \$11,340.00         6-8' Deep       \$23,760.00         8-10' Deep       \$42,720.00         10-12' Deep       \$28,020.00         12-14' Deep       \$24,720.00         Lift Station       \$430,900.00         Force Main         6" PVC DR-18       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       \$181,492.00         24" RCP       \$181,492.00         24" RCP       \$117,688.00         Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	Sanitary Sewer Service	\$138,880.00
6-8' Deep       \$23,760.00         8-10' Deep       \$42,720.00         10-12' Deep       \$28,020.00         12-14' Deep       \$24,720.00         14-16' Deep       \$78,520.00         Lift Station       \$430,900.00         Force Main         6" PVC DR-18       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,359,626.60         Storm Drainage System       \$1,359,626.60         Storm Drainage System       \$117,688.00         24" RCP       \$181,492.00         24" RCP       \$117,688.00         Type C Inlet       \$20,100.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	Precast Manholes	
8-10' Deep       \$42,720.00         10-12' Deep       \$28,020.00         12-14' Deep       \$24,720.00         14-16' Deep       \$78,520.00         Lift Station       \$430,900.00         Force Main         6" PVC DR-18       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       \$181,492.00         24" RCP       \$181,492.00         24" RCP       \$117,688.00         Structures       Type C Inlet       \$20,100.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	0-6' Deep	\$11,340.00
10-12' Deep	6-8' Deep	\$23,760.00
12-14' Deep       \$24,720.00         14-16' Deep       \$78,520.00         Lift Station       \$430,900.00         Force Main         6" PVC DR-18       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       \$181,492.00         El" RCP       \$181,492.00         24" RCP       \$117,688.00         Structures         'Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	8-10' Deep	\$42,720.00
14-16' Deep       \$78,520.00         Lift Station       \$430,900.00         Force Main         6" PVC DR-18       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       \$181,492.00         24" RCP       \$181,492.00         24" RCP       \$117,688.00         Structures         Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	10-12' Deep	\$28,020.00
Lift Station       \$430,900.00         Force Main       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       \$181,492.00         Pipe       \$187,688.00         Structures       \$117,688.00         Structures       \$124,800.00         Type C Inlet       \$124,800.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	12-14' Deep	\$24,720.00
Force Main 6" PVC DR-18 6" Gate Valves \$3,860.00 Connect to Existing \$10,300.00 Restrained Joint fittings \$11,300.00 Flush & test pipe \$1,270.00 Total Sanitary Sewer System S1,359,626.60 Storm Drainage System Pipe 18" RCP \$181,492.00 24" RCP \$117,688.00  Structures 'Type C Inlet Type C Inlet \$20,100.00 Type E Inlet \$39,900.00 Control Structure \$12,630.00 60" Junction Manhole \$16,980.00 18" MES \$27,000.00	14-16' Deep	\$78,520.00
6" PVC DR-18       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       \$181,492.00         24" RCP       \$181,492.00         24" RCP       \$117,688.00         Structures         "Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	Lift Station	\$430,900.00
6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       **         Pipe       \$181,492.00         24" RCP       \$117,688.00         Structures       **         Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	Force Main	
Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       \$181,492.00         18" RCP       \$181,492.00         24" RCP       \$117,688.00         Structures       Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	6" PVC DR-18	\$29,440.00
Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       **Pipe         18" RCP       \$181,492.00         24" RCP       \$117,688.00         Structures       **Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	6" Gate Valves	\$3,860.00
Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       \$181,492.00         Pipe       \$181,492.00         24" RCP       \$117,688.00         Structures       Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	Connect to Existing	\$10,300.00
Total Sanitary Sewer System         \$1,359,626.60           Storm Drainage System         Pipe           18" RCP         \$181,492.00           24" RCP         \$117,688.00           Structures           'Type C Inlet         \$124,800.00           Type C Inlet J Bottom         \$20,100.00           Type E Inlet         \$39,900.00           Control Structure         \$12,630.00           60" Junction Manhole         \$16,980.00           18" MES         \$27,000.00	Restrained Joint fittings	\$11,300.00
Storm Drainage System           Pipe         \$181,492.00           24" RCP         \$117,688.00           Structures         "Type C Inlet         \$124,800.00           Type C Inlet J Bottom         \$20,100.00           Type E Inlet         \$39,900.00           Control Structure         \$12,630.00           60" Junction Manhole         \$16,980.00           18" MES         \$27,000.00	Flush & test pipe	\$1,270.00
Pipe         18" RCP       \$181,492.00         24" RCP       \$117,688.00         Structures         "Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	Total Sanitary Sewer System	\$1,359,626.60
18" RCP       \$181,492.00         24" RCP       \$117,688.00         Structures         "Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	Storm Drainage System	
24" RCP       \$117,688.00         Structures         "Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	Pipe	
Structures           'Type C Inlet         \$124,800.00           Type C Inlet J Bottom         \$20,100.00           Type E Inlet         \$39,900.00           Control Structure         \$12,630.00           60" Junction Manhole         \$16,980.00           18" MES         \$27,000.00	18" RCP	\$181,492.00
Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	24" RCP	\$117,688.00
Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	Structures	
Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	'Type C Inlet	\$124,800.00
Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	Type C Inlet J Bottom	\$20,100.00
60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	Type E Inlet	\$39,900.00
18" MES \$27,000.00	Control Structure	\$12,630.00
	60" Junction Manhole	\$16,980.00
	18" MES	\$27,000.00
24" MES \$56,970.00	24" MES	\$56,970.00

Overflow Weir	\$18,920.00
Total Storm Drainage System	\$616,480.00
Water Distribution System	
Potable Watermain	
12" HOPE Direction Drill	\$23,520.00
Connect to Existing 12" WM	\$11,970.00
10" PVC DR-1B	\$71,675.00
8" PVC DR-18	\$268,500.00
10" Gate Valve	\$17,680.00
8" Gate valve	\$35,760.00
Fire Hydrant & Valve	\$85,440.00
Fittings	\$30,000.00
2" Blowoff Assembly	\$13,080.00
Potable Water Service	•
1" Single Service Long Side	\$74,930.00
1" Single Service Short Side	\$64,350.00
Flush, Test & Chlorinate	\$6,400.00
Total Water Distribution	-
System	\$703,305.00
Reuse Distribution System	
Reuse Mains	
Connect to Existing 10" Reuse	\$8,400.00
12" PVC DR-18	\$172,800.00
12" Gate Valve	\$14,910.00
8" PVC DR-18	\$272,160.00
B" Gate Valve	\$35,760.00
Fittings	\$34,940.00
2" Blowoff Assembly	\$15,260.00
Reuse Service	
1" Single Service Long Side	\$74,820.00
1" Single Service Short Side	\$65,340.00
Flush & Test Pipe	\$4,400.00
Total Reuse Distribution	\$698,790.00
System	\$098,/90.00
Restoration	
Seed & Mulch	\$96,381.84
Sod Project Slopes	\$282,895.20
Sod Offsite Reuse	\$27,972.00
Total Restoration	\$407,249.04
	0.0010.5
Contract Total	\$6,884,968.67

### Composite Exhibit B – Assignment Documents

### ASSIGNMENT OF CONTRACT FOR CONSTRUCTION SERVICES VERANDA BAY PHASE 2

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed by all the parties hereto, Palm Coast Intracoastal, LLC, a Florida limited liability company ("Assignor"), does hereby transfer, assign and convey unto the Gardens at Hammock Beach Community Development District ("District" or "Assignee"), all of the rights, interests, benefits and privileges of Assignor under the Contract for Construction Services dated July 26, 2024 (the "Agreement"), providing for certain construction services related to the project known and identified as Veranda Bay Phase 2 ("Project").

Assignee does hereby assume all obligations of Assignor under the Agreement arising or accruing after the date hereof inclusive of the obligation to pay (i) any current work in progress, (ii) any approved amounts in any pending application for payment that is not yet due and owing to Contractor and (iii) any earned retainage. In the first payment to JD Weber Construction ("Contractor") funded by Assignee, Assignee shall pay Contractor approved amounts due and unpaid under any submitted application for payment and 50% of the earned retainage. Provided however Assignee shall retain 5% from Contractor's payment applications and maintain a total of 5% retainage on all of Contractor's earned amounts until the time of final payment by Assignee. Contractor hereby consents to the assignment of the Agreement and all of Assignor's rights, interests, benefits, privileges, and obligations to Assignee. Further, upon execution of this Assignment and the Addendum attached as Assignment of Contract Exhibit "A", the provisions set forth in Assignment of Contract Exhibit "A" hereto are incorporated in and made a part of the Agreement. In connection with the assignment to the District, Contractor shall also execute Exhibits A-D attached to the Addendum. In the event of any inconsistency, ambiguity, or conflict between any of the terms or conditions of the Agreement, as amended and assigned, and the attached Addendum the terms and conditions of the attached Addendum shall govern and control. Assignor represents that the Agreement was publicly and competitively bid, and that the pricing is fair and reasonable, and consistent with market conditions. Further, Assignor agrees to indemnify and defend the District in connection with any claims arising from the procurement process and assignment of the construction contract.

JD Weber Construction Co.

GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT

By: \_\_\_\_\_ By: \_\_\_\_ Printed Name: Clint Smith

Title: Manager Title: Chairman

By: \_\_\_\_ Palm Coast Intracoastal, LLC, a Florida limited liability company

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

Title: Authorized Representative

Executed in multiple counterparts to be effective the day of September, 2024.

## **Assignment of Contract Exhibit "A"**

### ADDENDUM ("ADDENDUM") TO CONTRACT FOR CONSTRUCTION SERVICES FOR VERANDA BAY PAHSE 2

- 1. ASSIGNMENT. This Addendum applies to the Contract for Construction Services for Veranda Bay Phase 2 dated July 26, 2024, as amended, (the "Agreement") between the assignee, Gardens at Hammock Beach Community Development District ("District") and JD Weber Construction Co. ("Contractor"), which Agreement was assigned to the District simultaneous with the execution of this Addendum. To the extent the terms of the Agreement conflict with this Addendum, the terms of this Addendum shall govern and control.
- PAYMENT AND PERFORMANCE BONDS; NO LIEN RIGHTS. Before commencing the 2. work on behalf of the District, and consistent with the requirements of Section 255.05, Florida Statutes, the Contractor and its surety shall execute, deliver to the District, a Dual Obligee Bond Rider reflecting the status of the District as an obligee of payment and performance bonds in an amount equal to or exceeding the contract sum applicable to the Agreement. The Contractor's delivery of the payment and performance bonds along with the updated Dual Obligee Bond Rider naming the District as an additional obligee shall be deemed to satisfy the requirements of Section 255.05, Florida Statutes. 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 Agreement to the contrary, there are no lien rights available to any person providing materials or services for improvements in connection with District portion of 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. Nothing herein shall prohibit Contractor from utilizing any lien rights allowed pursuant to the Agreement for associated provision of private work funded by Palm Coast Intracoastal, LLC, a Florida limited liability company, pursuant to that certain Cost Share Agreement Between District and Palm Coast Intracoastal, LLC, for the Construction of Infrastructure Improvements, dated September \_, 2024, on private property owned by Palm Coast Intracoastal, LLC.
- 3. INSURANCE. In addition to the existing additional insureds under the Agreement, 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 Agreement. 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 Agreement, 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. INDEMNIFICATION.** Contractor's indemnification, defense, and hold harmless obligations under the Agreement shall continue to apply to the original indemnitees. After the assignment to the District, the Contractor's indemnity obligations to the District are as follows:

Contractor shall indemnify and hold harmless the District, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract.

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 indemnity herein 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.

- **6.** 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 Agreement. 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 governmental entity 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 Agreement 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.
- 7. **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 the Agreement, 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 term of the Agreement 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, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801, GFLINT@GMSCFL.COM, PHONE (407) 841-5524.

- **8. SOVEREIGN IMMUNITY.** Nothing in the Agreement 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 Agreement 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.
- **9. NOTICES.** Notices provided to the District and Contractor pursuant to the Agreement shall be provided to the following individuals:

District: Gardens at Hammock Beach

Community Development District

c/o Governmental Management Services – Central

Florida, LLC.

219 East Livingston Street Orlando, Florida 32801

Attn: George S. Flint, District Manager

Tel: (407) 841-5524

With a copy to: Chiumento Law P.L.L.C.

145 City Place, Suite 301 Palm Coast, FL 32164

Attn: Michael D. Chiumento III, Esq.

Tel: (386) 445-8900

Contractor: JD Weber Construction Co.

150 Business Center Drive Ormond Beach, FL 32174

Email: joejr@jdweberconstruction.com

- 10. 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 Addendum 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.
- 11. 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 **Addendum Exhibit B**.
- 12. 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 Addendum Exhibit C.
- 13. CONSTRUCTION DEFECTS. PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE <u>NOT</u> SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
- 14. CONFIDENTIALITY. Given the District's status as a public entity, confidentiality provisions in the Agreement do not apply as it relates to the District and on a going forward basis.
- 15. THIRD PARTY BENEFICIARY/ENFORCEMENT RIGHTS. The Parties agree that Palm Coast Intracoastal, LLC retains the right to enforce the Agreement for any claims relating to the Contractor's obligations to make payment to subcontractors and materialmen which were due and owing prior to the assignment of the Agreement.

16. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, 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*. 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.

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

	JD Weber Construction Co.
Witness	Print name:
Print Name of Witness	
	GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT
Witness	Print name: Clint Smith Its: Chairman
Print Name of Witness	
Addendum Exhibit A: Scrutinized	Companies Statement

Addendum Exhibit D: Contractor's Acknowledgment and Acceptance of Assignment and Release

Addendum Exhibit B: Public Entity Crimes Statement Addendum Exhibit C: Trench Safety Act Statement

#### ADDENDUM EXHIBIT A

#### SCRUTINIZED COMPANIES STATEMENT

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			<u>et</u>					
	by								
	- 7	(print	individual's 1	name and title)	)				
	For		Veber Constr						
		(print	name of enti	ty submitting s	sworn staten	nent)			
	whose business add	lress is							
2.	I understand that, s that at the time of on the Scrutinized List, the Scrutinize business operation submit a proposal of \$1 million or me	bidding or sub Companies the Companies v s in Cuba or Sy for, or enter int	omitting a pr at Boycott Is with Activiti yria (together	oposal for a n srael List, the es in the Iran r, " <b>Prohibite</b> d	ew contract Scrutinized Petroleum I Criteria")	or renewal Companies Energy Sec , is ineligibl	of an ex with Actor List, e for, and	ctivitie or is od d may	contract is es in Sudar engaged ir not bid on
3.	Based on informat the District, neither agents meets any o District in writing members, or agents	the entity, nor f the Prohibite if either the F	any of its of d Criteria. If Proposer, or	ficers, director awarded the cany of its office	rs, executive contract, the	s, partners, Proposer w	shareholo ill imme	ders, m	nembers, or notify the
			-	Signature by	authorized	representati	ve of Co	ntracto	or
	E OF FLORIDA TY OF								
this Weber	Sworn to (or affirm day of Septemb	er, 2024, by	is	personally	, as	<u> </u>	or 🗆 on	line no	otarization of J.D produced
			as identi	ncation.					
(Offic	ial Notary Seal)								
`	• /			Name:					

#### ADDENDUM EXHIBIT B

#### PUBLIC ENTITY CRIMES STATEMENT

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

l.	This sworn statement is submitted to Gardens at Hammock Beach Community Development District.
2.	I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of for JD Weber Construction Co. ("Contractor"), and am authorized to make this Sworn Statement on behalf of Contractor.
3.	Contractor's business address is
- 1.	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 Paragraph 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 or 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 or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5.	I understand that "convicted" or "conviction" as defined in Paragraph 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 jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
7.	I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
	a. A predecessor or successor of a person convicted of a public entity crime; or,

entity crime in Florida during the preceding 36 months shall be considered an affiliate.

8. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or 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 for the provision of goods or services 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.

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

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.

(Signature on Following Page)

	of perjury under the laws of Section 287.133(3)(a), Flori rue and correct.				
Dated this	_ day of September, 2024.				
		Contractor: <b>JD W</b>	Veber Constru	iction Co.	
		Ву:			
		Title:			
STATE OF FLORIDA COUNTY OF					
Sworn to (or affithis day of Septer	irmed) and subscribed before mber, 2024, by	me by means of $\square$ p	hysical presen	ce or $\square$ on	line notarization of JD Webe
	nber, 2024, by S/He [] is pers as ide		to me	or [	produce
(Official Notary Seal)					
		Name:			

#### ADDENDUM 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.

1. I understand that the Trench Safety Act requires me to comply with OSHA Standard 29

#### **CERTIFICATION**

		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
	3.	The amount listed above has been included within the Contract Price.
	Dat	ted this day of September, 2024.
		Contractor: JD Weber Construction Co.
		By: Title:
		FLORIDA DF
this Weber	c	orn to (or affirmed) and subscribed before me by means of \(\sigma\) physical presence or \(\sigma\) online notarization day of September, 2024, by, as of JE onstruction Co. S/He \(\sigma\) is personally known to me or \(\sigma\) produced as identification.
(Offici	al No	otary Seal)

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

#### **INSTRUCTIONS**

**Type of Trench Safety Mechanism** 

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:

Quantity

Unit Cost<sup>2</sup>

**Item Total Cost** 

		Project	Total \$	
Dated this day of Septemb	per, 2024.			
	Contractor:	JD Weber Co	onstruction	Co.
	By: Title:			
STATE OF FLORIDA COUNTY OF				
Sworn to (or affirmed) and subscribe this day of September, 2024, by Weber Construction Co. S/He [_	ed before me by means o	f □ physical pre , as	sence or $\square$	online notarizat
Weber Construction Co. S/He [_	] is personally as identification.	known to	me or	[] produ
(Official Notary Seal)				
,				
2 Use cost per linear square foot of trench ex	xcavation used and cost	per square foot	of shoring us	sed.

#### ADDENDUM EXHIBIT D

# CONTRACTOR'S ACKNOWLEDGMENT AND ACCEPTANCE OF ASSIGNMENT AND RELEASE VERANDA BAY PHASE 2

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, JD Weber Construction Co. ("Contractor"), hereby agrees as follows:

(i)	The Contract for Construction Services ("Contractor Agreement") between Palm Coast Intracoastal, LLC, a Florida limited liability company, and Contractor dated July 26, 2024, 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 all payments to any subcontractors or materialmen under the Contractor Agreement, if any, 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.
(iii)	Contractor hereby releases and waives any claim it may have against the District as a result of or in connection with such assignment.
Execut	ed this day of September, 2024.
	JD Weber Construction Co.
	By:
	Its:
STATE OF FLC COUNTY OF_	
this day	to (or affirmed) and subscribed before me by means of $\square$ physical presence or $\square$ online notarization, of September, 2024, by of JD
Weber Constr	ruction Co. S/He [_] is personally known to me or [_] produced as identification.
(Official Notar	y Seal)

### DEVELOPER'S AFFIDAVIT AND AGREEMENT REGARDING ASSIGNMENT OF CONTRACT

#### CONTRACT FOR CONSTRUCTION SERVICES VERANDA BAY PHASE 2

#### STATE OF FLORIDA COUNTY OF FLAGLER

BEFORE ME, the undersigned, personally appeared Ken Belshe of Palm Coast Intracoastal, LLC, a Florida limited liability company ("**Developer**"), who, after being first duly sworn, deposes and says:

- (i) I, Ken Belshe, serve as the Authorized Representative for Developer and am authorized to make this affidavit on its behalf. I make this affidavit in order to induce the Gardens and Hammock Beach Community Development District ("**District**") to accept an assignment of the Contractor Agreement defined herein.
- (ii) Contract for Veranda Bay Phase 2 to date ("Work") by and between the Developer and JD Weber Construction Co. ("Contractor"), titled Contract for Construction Services, dated July 26, 2024 ("Contractor Agreement" or "Project") and attached hereto as Developer's Affidavit Exhibit A, was competitively bid prior to its execution.
- (iii) Developer, in consideration for the District's acceptance of an assignment of the Contractor Agreement as it relates to certain work to date ("Work") as described on Developer's Affidavit Exhibit B 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 documentation from Contractor acknowledging the assignment of the above referenced contract and the validity thereof.
- (v) The Contractor X will furnish a performance and payment bond in accordance with Section 255.05, Florida Statutes, which is attached hereto as **Developer's Affidavit Exhibit C**, or \_\_\_\_ was not required to provide such a bond pursuant to Section 255.05, Florida Statutes.
- (vi) Developer X 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 **Developer's Affidavit Exhibit D**.

- (vii) Developer represents and warrants that all payments to Contractor and any subcontractors or materialmen under the Contractor Agreement are current and there are no outstanding disputes under the Contractor Agreement.
- (viii) Pursuant to the Agreement for the Acquisition of Certain Work Product, Materials, and Infrastructure, dated June 21, 2024, the District agrees to acquire any work previously conducted under the Contractor Agreement by separate Bill of Sale and other supporting documentation.

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.

day of September, 2024.

Executed this

	•
	Palm Coast Intracoastal, LLC, a Florida limited liability company
	By: Name: Ken Belshe
Print Name]	Title: Authorized Representative
STATE OF FLORIDA COUNTY OF FLAGLER	
or $\square$ online notarization, this	acknowledged before me by means of $\square$ physical presence day of September, 2024, by Ken Belshe, as Authorized astal, LLC, on its behalf. H/She [] is personally known to as identification.
<u>-</u>	Notary Public, State of Florida

### **DEVELOPER'S AFFIDAVIT EXHIBIT A**

**Contractor Agreement** 

#### **DEVELOPER'S AFFIDAVIT EXHIBIT B**

#### Description of Work Began For Veranda Bay Phase 2

Preparations for the construction of miscellaneous items, erosion and pollution control, earthwork on site, roadway installation, curb installation, traffic striping and signing, installation of potable water utilities, installation of sanitary sewer utilities, installation of reclaimed water utilities, installation of stormwater drainage systems, and restoration of land to vegetative state all on property located in what is commonly known as Veranda Bay Phase 2.

#### **AFFIDAVIT REGARDING COSTS PAID**

## CONTRACT FOR CONSTRUCTION SERVICES VERANDA BAY PHASE 2

#### STATE OF FLORIDA COUNTY OF FLAGLER

- I, Ken Belshe of Palm Coast Intracoastal, LLC, a Florida limited liability company ("PCI"), being first duly sworn, do hereby state for my affidavit as follows:
  - 1. I have personal knowledge of the matters set forth in this affidavit.
- 2. My name is Ken Belshe, and I have authority to make this affidavit on behalf of Palm Coast Intracoastal, LLC as shown below.
- 3. PCI is the developer of certain lands within the Gardens at Hammock Beach Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
- 4. The Gardens at Hammock Beach Community Development District Supplemental Engineers Report Phase 1-3 Tract dated April 2024 (the "Engineer's Report") describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, Florida Statutes.
- 5. PCI has expended no funds to develop and/or acquire certain of the public infrastructure improvements and/or work product described in the Engineer's Report and more specifically described in **Cost Affidavit Exhibit A**. The attached **Cost Affidavit Exhibit A** accurately identifies certain of those improvements and/or work product that is to be completed and states the amounts that PCI has contracted to spend on those improvements and/or work product. Notwithstanding anything to the contrary herein, should certain amounts still be owed to contractors, after the exhaustion of all of the 2024-2 bond proceeds, PCI agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property
- 6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the completed work and/or work product identified in **Cost Affidavit Exhibit A**.

[CONTINUED ON NEXT PAGE]

Costs Paid and the facts alleged are tr	rue and correct to the best of my knowledge and belief.
Executed this day of Se	eptember, 2024.
	Palm Coast Intracoastal, LLC, a Florida limited liability company
	By:Name: Ken Belshe
[Print Name]	Title: Authorized Representative
STATE OF FLORIDA COUNTY OF FLAGLER	
or □ online notarization, this Representative of Palm Coast Intraco	acknowledged before me by means of $\square$ physical presence day of September, 2024, by Ken Belshe, as Authorized astal, LLC, on its behalf. H/She [] is personally known to as identification.
	Notary Public, State of Florida

Under penalties of perjury, I declare that I have read the foregoing Affidavit Regarding

**Exhibit A** – Description of Work and Construction Cost

#### COST AFFIDAVIT EXHIBIT A

### **Description of Work and Construction Cost** Veranda Bay Phase 2

The construction of miscellaneous items, erosion and pollution control, earthwork on site, roadway installation, curb installation, traffic striping and signing, installation of potable water utilities, installation of sanitary sewer utilities, installation of reclaimed water utilities, installation of stormwater drainage systems, and restoration of land to vegetative state all on property located in what is commonly known as Veranda Bay Phase 2, and more particularly described as follows:

#### PHASE 2

A PORTION OF SECTIONS 13 AND 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY A PORTION OF SECTIONS 13 AND 38, TOWNSHIP 12 SOUTH, RANCE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201 AND A 100 FOOT RIGHT OF WAY) AND THE NORTH LINE OF SAID SECTION 38; THENCE SOUTH 18\*1014\* EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 331.23 FEET; THENCE NORTH 71\*49\*46\* EAST, DEPARTING FROM SAID RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 71\*49\*46\* EAST, A DISTANCE OF 370.00 FEET; THENCE NORTH 18\*10\*14\* WEST, A DISTANCE OF 325.00 FEET; THENCE NORTH 71\*49\*46\* EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 18\*10\*14\* WEST, A DISTANCE OF 325.00 FEET; THENCE NORTH 71\*49\*46\* EAST, A DISTANCE OF 50.00 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE EAST AND HANNG A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11\*32\*14\*? THENCE NORTHFILE OF THE POINT OF CURVE OF A CURVE CONCAVE TO THE EAST AND HANNG A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 11\*32\*14\*? THENCE NORTHFILE OF THE POINT OF SAID CURVE AN ARC DISTANCE OF 5.03 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 12\*24\*08\* WEST AND A CHORD DISTANCE OF 5.03 FEET; THENCE SOUTH 01\*32\*26\* EAST, A DISTANCE OF 49.29 FEET; THENCE SOUTH 18\*27\*34\* WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 01\*32\*26\* EAST, A DISTANCE OF 49.29 FEET; THENCE SOUTH 18\*27\*34\* WEST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*27\*34\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*27\*34\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*10\*14\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*10\*14\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*10\*14\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*10\*14\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*10\*14\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*10\*14\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*10\*14\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*10\*14\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*10\*14\* EAST, A DISTAN DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201

#### Together with

PAGE 20 A PORTION OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS A PORTION OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201 AND A 100 FOOT RIGHT OF WAY) AND THE NORTH LINE OF SAID SECTION 38; THENCE SOUTH 18"1014" EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 331.23 FEET TO THE POINT OF BEGINNING; THENCE NORTH 71"49"46" EAST, DEPARTING FROM SAID RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 18"1014" EAST, A DISTANCE OF 1906.48 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 495.00 FEET AND A CENTRAL ANGLE OF 14"32"52", THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 125.68 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 78"80"0" WEST AND A CHORD DISTANCE OF 125.35 FEET TO A POINT OF A CURVE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 10"55"26", THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.77 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 23"37"58" WEST AND A CHORD DISTANCE OF 4.76 FEET; THENCE; THENCE SOUTH 72"1112" WEST, A DISTANCE OF 50.00 FEET; THENCE ORTH 18"10"14" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 18"10"14" WEST, A DISTANCE OF 50.00 FEET; THENCE SOUTH 71"49"46" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 18"10"14" WEST, A DISTANCE OF 50.00 FEET; THENCE OF JOHN ANDERSON HIGHWAY; THENCE NORTH 18"10"14" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1800.00 FEET TO THE POINT OF BEGINNING. CONTAINING 16.91 ACRES, MORE OR LESS.

	Total Contract
<u>Category</u>	<u>Value</u>
Misc. Bid Items	
Mobilization	\$16,162.00
Survey layout & as-builts	\$144,631.00
Testing & finalization	\$42,943.00
Sub-Total	\$203,736.00
Erosion and Pollution	
Control	
Silt fence	\$23,825.10
SWPPP	\$14,528.00
NOI	\$551.25
Construction entrance	\$7,412.00
Total Erosion and Pollution	\$46,316.35
Control	φ40,310.33
Earthwork On Site	
General Balance & Rough	\$592,118.34
Grade	
Excavate Ponds	\$271,139.21
Total Earthwork On site	\$863,257.55
Paving Base & Subbase	
Asphalt 1.5" SP 12.5	\$262,997.49
6" Base	\$386,470.49
6" Stabilized Subbase	\$162,508.89
Asphalt 1" SP 9.5 Offsite	\$57,515.08
Asphalt 2" SP 9.5 Offsite	\$78,365.28
12" Base	\$111,607.58
14" Stabilized Subbase	\$48,447.57
1" Mill & Overlay	\$130,112.00
Total Paving Base & Subbase	\$1,238,024.38
Concrete On Site	
Miami Curb	\$273,190.32
Type F Curb	\$51,857.01
Inlet Aprons	\$32,300.00
ADA Ramp with Detectable	\$29,556.00
Mat	•
6" Sidewalks Onsite	\$153,616.76
6" Sidewalk Offsite	\$191,691.66
Total Concrete On Site	\$732,211.75
Traffic Striping & Signage	ф1 <b>д 0 до</b> 0 о
Traffic Stripping & Signage	\$15,972.00
Total Traffic Striping &	\$15,972.00
Signage	

10" PVC mains SDR-26	Sanitary Sewer System	
6-8' Deep       \$61,218.00         8-10' Deep       \$60,696.00         10-12' Deep       \$97,352.00         12-14' Deep       \$87,282.00         4-16' Deep       \$93,940.00         8" PVC MAINS SDR-26       \$2,574.00         6-8' Deep       \$29,214.00         VIDEO INSPECTION       \$37,280.60         Laterals       \$9,920.00         Sanitary Sewer Service       \$138,880.00         Precast Manholes       \$11,340.00         6-8' Deep       \$23,760.00         8-10' Deep       \$42,720.00         10-12' Deep       \$28,020.00         12-14' Deep       \$24,720.00         14-16' Deep       \$78,520.00         Lift Station       \$430,900.00         Force Main       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,359,626.60         Storm Drainage System       \$1,359,626.60         Structures       \$117,688.00         Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00	10" PVC mains SDR-26	
8-10' Deep       \$60,696.00         10-12' Deep       \$97,352.00         12-14' Deep       \$87,282.00         4-16' Deep       \$93,940.00         8" PVC MAINS SDR-26       \$93,940.00         0-6' Deep       \$2,574.00         6-8' Deep       \$29,214.00         VIDEO INSPECTION       ***         Main       \$37,280.60         Laterals       \$9,920.00         Sanitary Sewer Service       \$138,880.00         Precast Manholes       ***         0-6' Deep       \$11,340.00         6-8' Deep       \$23,760.00         8-10' Deep       \$24,720.00         10-12' Deep       \$24,720.00         12-14' Deep       \$24,720.00         14-16' Deep       \$78,520.00         Lift Station       \$430,900.00         Force Main         6" PVC DR-18       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$11,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,359,626.60         Storm Drainage System       \$1,359,626.60         Structures         Type C Inlet       \$124,800.00	0-6' Deep	\$45,120.00
10-12' Deep	6-8' Deep	\$61,218.00
12-14' Deep	8-10' Deep	\$60,696.00
14-16' Deep	10-12' Deep	\$97,352.00
8" PVC MAINS SDR-26           0-6' Deep         \$2,574.00           6-8' Deep         \$29,214.00           VIDEO INSPECTION         Main         \$37,280.60           Laterals         \$9,920.00           Sanitary Sewer Service         \$138,880.00           Precast Manholes         0-6' Deep         \$11,340.00           6-8' Deep         \$23,760.00           8-10' Deep         \$42,720.00           10-12' Deep         \$28,020.00           12-14' Deep         \$24,720.00           14-16' Deep         \$78,520.00           Lift Station         \$430,900.00           Force Main           6" PVC DR-18         \$29,440.00           6" Gate Valves         \$3,860.00           Connect to Existing         \$10,300.00           Restrained Joint fittings         \$11,300.00           Flush & test pipe         \$1,270.00           Total Sanitary Sewer System         \$1,359,626.60           Storm Drainage System         Pipe           18" RCP         \$181,492.00           24" RCP         \$117,688.00           Type C Inlet         \$39,900.00           Type C Inlet         \$39,900.00           Control Structure         \$12,630.00	12-14' Deep	\$87,282.00
0-6' Deep         \$25,74.00           6-8' Deep         \$29,214.00           VIDEO INSPECTION         ***           Main         \$37,280.60           Laterals         \$9,920.00           Sanitary Sewer Service         \$138,880.00           Precast Manholes         ***           0-6' Deep         \$11,340.00           6-8' Deep         \$23,760.00           8-10' Deep         \$24,720.00           10-12' Deep         \$28,020.00           12-14' Deep         \$24,720.00           14-16' Deep         \$78,520.00           Lift Station         \$430,900.00           Force Main         ***           6" PVC DR-18         \$29,440.00           6" Gate Valves         \$3,860.00           Connect to Existing         \$10,300.00           Restrained Joint fittings         \$11,300.00           Flush & test pipe         \$1,359,626.60           Storm Drainage System         \$1,359,626.60           Storm Drainage System         \$117,688.00           Structures         \$117,688.00           Type C Inlet         \$124,800.00           Type C Inlet J Bottom         \$20,100.00           Type E Inlet         \$39,900.00	14-16' Deep	\$93,940.00
6-8' Deep         \$29,214.00           VIDEO INSPECTION           Main         \$37,280.60           Laterals         \$9,920.00           Sanitary Sewer Service         \$138,880.00           Precast Manholes         \$11,340.00           0-6' Deep         \$23,760.00           8-10' Deep         \$28,020.00           10-12' Deep         \$28,020.00           12-14' Deep         \$78,520.00           Lift Station         \$430,900.00           Force Main         \$29,440.00           6" Gate Valves         \$3,860.00           Connect to Existing         \$10,300.00           Restrained Joint fittings         \$11,300.00           Flush & test pipe         \$1,359,626.60           Storm Drainage System         \$1,359,626.60           Storm Drainage System         \$117,688.00           Structures         \$20,100.00           Type C Inlet         \$124,800.00           Type C Inlet J Bottom         \$20,100.00           Type E Inlet         \$39,900.00           Control Structure         \$12,630.00           60" Junction Manhole         \$16,980.00           18" MES         \$27,000.00	8" PVC MAINS SDR-26	
VIDEO INSPECTION           Main         \$37,280.60           Laterals         \$9,920.00           Sanitary Sewer Service         \$138,880.00           Precast Manholes         \$11,340.00           0-6' Deep         \$11,340.00           6-8' Deep         \$23,760.00           8-10' Deep         \$28,020.00           10-12' Deep         \$28,020.00           12-14' Deep         \$24,720.00           14-16' Deep         \$78,520.00           Lift Station         \$430,900.00           Force Main         \$29,440.00           6" Gate Valves         \$3,860.00           Connect to Existing         \$10,300.00           Restrained Joint fittings         \$11,300.00           Flush & test pipe         \$1,270.00           Total Sanitary Sewer System         \$1,359,626.60           Storm Drainage System         \$117,688.00           Structures         \$117,688.00           Structures         \$20,100.00           Type C Inlet         \$124,800.00           Type E Inlet         \$39,900.00           Control Structure         \$12,630.00           60" Junction Manhole         \$16,980.00           18" MES         \$27,000.00 <td>0-6' Deep</td> <td>\$2,574.00</td>	0-6' Deep	\$2,574.00
Main         \$37,280.60           Laterals         \$9,920.00           Sanitary Sewer Service         \$138,880.00           Precast Manholes         \$11,340.00           0-6' Deep         \$23,760.00           8-10' Deep         \$22,720.00           10-12' Deep         \$28,020.00           12-14' Deep         \$24,720.00           14-16' Deep         \$78,520.00           Lift Station         \$430,900.00           Force Main         \$29,440.00           6" PVC DR-18         \$29,440.00           6" Gate Valves         \$3,860.00           Connect to Existing         \$10,300.00           Restrained Joint fittings         \$11,300.00           Flush & test pipe         \$1,270.00           Total Sanitary Sewer System         \$1,359,626.60           Storm Drainage System         \$117,688.00           Structures         \$117,688.00           Structures         Type C Inlet         \$124,800.00           Type C Inlet J Bottom         \$20,100.00           Type E Inlet         \$39,900.00           Control Structure         \$12,630.00           60" Junction Manhole         \$16,980.00           18" MES         \$27,000.00	6-8' Deep	\$29,214.00
Sanitary Sewer Service	VIDEO INSPECTION	
Sanitary Sewer Service         \$138,880.00           Precast Manholes	Main	\$37,280.60
Precast Manholes         0-6' Deep         \$11,340.00           6-8' Deep         \$23,760.00           8-10' Deep         \$42,720.00           10-12' Deep         \$28,020.00           12-14' Deep         \$24,720.00           14-16' Deep         \$78,520.00           Lift Station         \$430,900.00           Force Main           6" PVC DR-18         \$29,440.00           6" Gate Valves         \$3,860.00           Connect to Existing         \$10,300.00           Restrained Joint fittings         \$11,300.00           Flush & test pipe         \$1,270.00           Total Sanitary Sewer System         \$1,359,626.60           Storm Drainage System         \$181,492.00           Elle "RCP         \$181,492.00           24" RCP         \$117,688.00           Structures         **Type C Inlet         \$124,800.00           Type C Inlet J Bottom         \$20,100.00           Type E Inlet         \$39,900.00           Control Structure         \$12,630.00           60" Junction Manhole         \$16,980.00           18" MES         \$27,000.00	Laterals	\$9,920.00
0-6' Deep       \$11,340.00         6-8' Deep       \$23,760.00         8-10' Deep       \$42,720.00         10-12' Deep       \$28,020.00         12-14' Deep       \$24,720.00         Lift Station       \$430,900.00         Force Main         6" PVC DR-18       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       \$181,492.00         24" RCP       \$181,492.00         24" RCP       \$117,688.00         Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	Sanitary Sewer Service	\$138,880.00
6-8' Deep       \$23,760.00         8-10' Deep       \$42,720.00         10-12' Deep       \$28,020.00         12-14' Deep       \$24,720.00         14-16' Deep       \$78,520.00         Lift Station       \$430,900.00         Force Main         6" PVC DR-18       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,359,626.60         Storm Drainage System       \$1,359,626.60         Storm Drainage System       \$181,492.00         24" RCP       \$181,492.00         24" RCP       \$117,688.00         Structures       \$20,100.00         Type C Inlet       \$39,900.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	Precast Manholes	
8-10' Deep       \$42,720.00         10-12' Deep       \$28,020.00         12-14' Deep       \$24,720.00         14-16' Deep       \$78,520.00         Lift Station       \$430,900.00         Force Main         6" PVC DR-18       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       \$181,492.00         24" RCP       \$181,492.00         24" RCP       \$117,688.00         Structures       Type C Inlet       \$20,100.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	0-6' Deep	\$11,340.00
10-12' Deep	6-8' Deep	\$23,760.00
12-14' Deep       \$24,720.00         14-16' Deep       \$78,520.00         Lift Station       \$430,900.00         Force Main         6" PVC DR-18       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       \$181,492.00         El" RCP       \$181,492.00         24" RCP       \$117,688.00         Structures         'Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	8-10' Deep	\$42,720.00
14-16' Deep       \$78,520.00         Lift Station       \$430,900.00         Force Main         6" PVC DR-18       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       \$181,492.00         24" RCP       \$181,492.00         24" RCP       \$117,688.00         Structures         Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	10-12' Deep	\$28,020.00
Lift Station       \$430,900.00         Force Main       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       \$181,492.00         24" RCP       \$181,492.00         24" RCP       \$117,688.00         Structures         "Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	12-14' Deep	\$24,720.00
Force Main 6" PVC DR-18 \$29,440.00 6" Gate Valves \$3,860.00 Connect to Existing \$10,300.00 Restrained Joint fittings \$11,300.00 Flush & test pipe \$1,270.00 Total Sanitary Sewer System \$1,359,626.60 Storm Drainage System Pipe 18" RCP \$181,492.00 24" RCP \$117,688.00  Structures 'Type C Inlet \$124,800.00 Type C Inlet \$39,900.00 Control Structure \$12,630.00 60" Junction Manhole \$16,980.00 18" MES \$27,000.00	14-16' Deep	\$78,520.00
6" PVC DR-18       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       \$181,492.00         18" RCP       \$181,492.00         24" RCP       \$117,688.00         Structures         "Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	Lift Station	\$430,900.00
6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       **         Pipe       \$181,492.00         24" RCP       \$117,688.00         Structures       **         Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	Force Main	
Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       \$181,492.00         18" RCP       \$181,492.00         24" RCP       \$117,688.00         Structures       Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	6" PVC DR-18	\$29,440.00
Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       \$181,492.00         18" RCP       \$181,492.00         24" RCP       \$117,688.00         Structures       *124,800.00         Type C Inlet       \$124,800.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	6" Gate Valves	\$3,860.00
Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       \$181,492.00         Pipe       \$181,492.00         24" RCP       \$117,688.00         Structures       Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	Connect to Existing	\$10,300.00
Total Sanitary Sewer System         \$1,359,626.60           Storm Drainage System         Pipe           18" RCP         \$181,492.00           24" RCP         \$117,688.00           Structures         Type C Inlet         \$124,800.00           Type C Inlet J Bottom         \$20,100.00           Type E Inlet         \$39,900.00           Control Structure         \$12,630.00           60" Junction Manhole         \$16,980.00           18" MES         \$27,000.00	Restrained Joint fittings	\$11,300.00
Storm Drainage System           Pipe         \$181,492.00           24" RCP         \$117,688.00           Structures         "Type C Inlet         \$124,800.00           Type C Inlet J Bottom         \$20,100.00           Type E Inlet         \$39,900.00           Control Structure         \$12,630.00           60" Junction Manhole         \$16,980.00           18" MES         \$27,000.00	Flush & test pipe	\$1,270.00
Pipe         18" RCP       \$181,492.00         24" RCP       \$117,688.00         Structures         "Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	Total Sanitary Sewer System	\$1,359,626.60
18" RCP       \$181,492.00         24" RCP       \$117,688.00         Structures         "Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	Storm Drainage System	
24" RCP       \$117,688.00         Structures         "Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	Pipe	
Structures           'Type C Inlet         \$124,800.00           Type C Inlet J Bottom         \$20,100.00           Type E Inlet         \$39,900.00           Control Structure         \$12,630.00           60" Junction Manhole         \$16,980.00           18" MES         \$27,000.00	18" RCP	\$181,492.00
Type C Inlet       \$124,800.00         Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	24" RCP	\$117,688.00
Type C Inlet J Bottom       \$20,100.00         Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	Structures	
Type E Inlet       \$39,900.00         Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	'Type C Inlet	\$124,800.00
Control Structure       \$12,630.00         60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	Type C Inlet J Bottom	\$20,100.00
60" Junction Manhole       \$16,980.00         18" MES       \$27,000.00	Type E Inlet	\$39,900.00
18" MES \$27,000.00	Control Structure	\$12,630.00
	60" Junction Manhole	\$16,980.00
	18" MES	\$27,000.00
24" MES \$56,970.00	24" MES	\$56,970.00

Overflow Weir	\$18,920.00
Total Storm Drainage System	\$616,480.00
Water Distribution System	
Potable Watermain	
12" HOPE Direction Drill	\$23,520.00
Connect to Existing 12" WM	\$11,970.00
10" PVC DR-1B	\$71,675.00
8" PVC DR-18	\$268,500.00
10" Gate Valve	\$17,680.00
8" Gate valve	\$35,760.00
Fire Hydrant & Valve	\$85,440.00
Fittings	\$30,000.00
2" Blowoff Assembly	\$13,080.00
Potable Water Service	,
1" Single Service Long Side	\$74,930.00
1" Single Service Short Side	\$64,350.00
Flush, Test & Chlorinate	\$6,400.00
Total Water Distribution	
System	\$703,305.00
Reuse Distribution System	
Reuse Mains	
Connect to Existing 10" Reuse	\$8,400.00
12" PVC DR-18	\$172,800.00
12" Gate Valve	\$14,910.00
8" PVC DR-18	\$272,160.00
B" Gate Valve	\$35,760.00
Fittings	\$34,940.00
2" Blowoff Assembly	\$15,260.00
Reuse Service	
1" Single Service Long Side	\$74,820.00
1" Single Service Short Side	\$65,340.00
Flush & Test Pipe	\$4,400.00
Total Reuse Distribution	¢<0.0 70.0 0.0
System	\$698,790.00
Restoration	
Seed & Mulch	\$96,381.84
Sod Project Slopes	\$282,895.20
Sod Offsite Reuse	\$27,972.00
Total Restoration	\$407,249.04
Contract Total	\$6,884,968.67

#### DISTRICT ENGINEER'S CERTIFICATE

### CONTRACT FOR CONSTRUCTION SERVICES VERANDA BAY PHASE 2

Septe	ember	,	2024

Board of Supervisors Gardens at Hamock Beach Community Development District

Re: Acquisition of Completed Work to Date

Ladies and Gentlemen:

The undersigned is a representative of Parker Mynchenberg & Associates, Inc. ("District Engineer"), as District Engineer for the Gardens at Hammock Beach Community Development District ("District") and does hereby make the following certifications in connection with the District's acquisition from Palm Coast Intracoastal, LLC ("Developer") of certain completed work to date ("Work"), as further described in District Engineer Exhibit A attached hereto, all as more fully described in that certain bill of sale ("Bill of Sale") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

- 1. I have reviewed observable portions of the Work. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
- 2. The Work is within the scope of the District's capital improvement plan as set forth in the *Gardens at Hammock Beach Community Development District Supplemental Engineers Report Phase 1-3 Tract* dated April 2024 (the "**Engineer's Report**") and specially benefit property within the District as further described in the Engineer's Report.
- 3. The Work was installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
- 4. The total costs associated with the Work are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Work, and (ii) the reasonable fair market value of the Work.
- 5. All known plans, permits and specifications necessary for the operation and maintenance of the Work are complete and on file with the District, and have been

- transferred, or are capable of being transferred to the District for operations and maintenance responsibilities (which transfers the Engineer consents to and ratifies).
- 6. Engineer further consents to any other partial or complete assignment, conveyance, or transfer of other work product, contracts, interests, rights or remedies associated with the Work or other matters contemplated in the Engineer's Report and required by the District in connection with the above referenced capital improvement plan, whether made prior to or after the execution of this Certificate.

7. With this documen Work.	t, I hereby certify that it is appropriate at this time to acquire the
FURTHER AFFIANT SA	YETH NOT.
	Parker Mynchenberg & Associates, Inc.
	, P.E.
	Florida Registration No
	Consulting Engineer
STATE OF FLORIDA COUNTY OF FLAGLER	
or $\square$ online notarization this $\_$ da	was acknowledged before me by means of $\square$ physical presence y of September, 2024, by, P.E., on behalf of es, Inc. who is personally known to me or who has produced as identification, and did [] or did not [] take the oath.
	Notary Public, State of Florida
	Print Name:
	Commission No.:
	My Commission Expires:

**District Engineer Exhibit A** – Description of Work and Construction Cost

#### DISTRICT ENGINEER EXHIBIT A

#### Description of Work and Construction Cost For Veranda Bay Phase 2

None of the construction of miscellaneous items, erosion and pollution control, earthwork on site, roadway installation, curb installation, traffic striping and signing, installation of potable water utilities, installation of sanitary sewer utilities, installation of reclaimed water utilities, installation of stormwater drainage systems, and restoration of land to vegetative state all on property located in what is commonly known as Veranda Bay Phase 2, has been completed to the point where an inspection is possible. Further, Developer has not paid any amounts for the work that is ongoing.

<u>Category</u>	Contract Value
Misc. Bid Items	
Mobilization	\$16,162.00
Survey layout & as-builts	\$144,631.00
Testing & finalization	\$42,943.00
Sub-Total	\$203,736.00
Erosion and Pollution Control	
Silt fence	\$23,825.10
SWPPP	\$14,528.00
NOI	\$551.25
Construction entrance	\$7,412.00
Total Erosion and Pollution Control	\$46,316.35
Earthwork On Site	
General Balance & Rough Grade	\$592,118.34
Excavate Ponds	\$271,139.21
Total Earthwork On site	\$863,257.55
Paving Base & Subbase	
Asphalt 1.5" SP 12.5	\$262,997.49
6" Base	\$386,470.49
6" Stabilized Subbase	\$162,508.89
Asphalt 1" SP 9.5 Offsite	\$57,515.08
Asphalt 2" SP 9.5 Offsite	\$78,365.28
12" Base	\$111,607.58
14" Stabilized Subbase	\$48,447.57
1" Mill & Overlay	\$130,112.00
Total Paving Base & Subbase	\$1,238,024.38
Concrete On Site	
Miami Curb	\$273,190.32

Type F Curb	\$51,857.01
Inlet Aprons	\$32,300.00
ADA Ramp with Detectable	· · · · · · · · · · · · · · · · · · ·
Mat	\$29,556.00
6" Sidewalks Onsite	\$153,616.76
6" Sidewalk Offsite	\$191,691.66
Total Concrete On Site	\$732,211.75
Traffic Striping & Signage	
Traffic Stripping & Signage	\$15,972.00
Total Traffic Striping &	\$15,972.00
Signage	\$13,972.00
Sanitary Sewer System	
10" PVC mains SDR-26	
0-6' Deep	\$45,120.00
6-8' Deep	\$61,218.00
8-10' Deep	\$60,696.00
10-12' Deep	\$97,352.00
12-14' Deep	\$87,282.00
14-16' Deep	\$93,940.00
8" PVC MAINS SDR-26	
0-6' Deep	\$2,574.00
6-8' Deep	\$29,214.00
VIDEO INSPECTION	
Main	\$37,280.60
Laterals	\$9,920.00
Sanitary Sewer Service	\$138,880.00
Precast Manholes	
0-6' Deep	\$11,340.00
6-8' Deep	\$23,760.00
8-10' Deep	\$42,720.00
10-12' Deep	\$28,020.00
12-14' Deep	\$24,720.00
14-16' Deep	\$78,520.00
Lift Station	\$430,900.00
Force Main	
6" PVC DR-18	\$29,440.00
6" Gate Valves	\$3,860.00
Connect to Existing	\$10,300.00
Restrained Joint fittings	\$11,300.00
Flush & test pipe	\$1,270.00
Total Sanitary Sewer System	\$1,359,626.60
Storm Drainage System	
Pipe	

18" RCP	\$181,492.00
24" RCP	\$117,688.00
	<b>\$117,000.00</b>
Structures	
'Type C Inlet	\$124,800.00
Type C Inlet J Bottom	\$20,100.00
Type E Inlet	\$39,900.00
Control Structure	\$12,630.00
60" Junction Manhole	\$16,980.00
18" MES	\$27,000.00
24" MES	\$56,970.00
Overflow Weir	\$18,920.00
Total Storm Drainage System	\$616,480.00
Water Distribution System	
Potable Watermain	
12" HOPE Direction Drill	\$23,520.00
Connect to Existing 12" WM	\$11,970.00
10" PVC DR-1B	\$71,675.00
8" PVC DR-18	\$268,500.00
10" Gate Valve	\$17,680.00
8" Gate valve	\$35,760.00
Fire Hydrant & Valve	\$85,440.00
Fittings	\$30,000.00
2" Blowoff Assembly	\$13,080.00
Potable Water Service	
1" Single Service Long Side	\$74,930.00
1" Single Service Short Side	\$64,350.00
Flush, Test & Chlorinate	\$6,400.00
Total Water Distribution	\$703,305.00
System	\$705,305.00
Reuse Distribution System	
Reuse Mains	
Connect to Existing 10" Reuse	\$8,400.00
12" PVC DR-18	\$172,800.00
12" Gate Valve	\$14,910.00
8" PVC DR-18	\$272,160.00
B" Gate Valve	\$35,760.00
Fittings	\$34,940.00
2" Blowoff Assembly	\$15,260.00
Reuse Service	
1" Single Service Long Side	\$74,820.00
1" Single Service Short Side	\$65,340.00
Flush & Test Pipe	\$4,400.00

Total Reuse Distribution System	\$698,790.00
Restoration	
Seed & Mulch	\$96,381.84
Sod Project Slopes	\$282,895.20
Sod Offsite Reuse	\$27,972.00
Total Restoration	\$407,249.04
Contract Total	\$6,884,968.67

#### **CONSULTING ENGINEER'S CERTIFICATE**

### CONTRACT FOR CONSTRUCTION SERVICES VERANDA BAY PHASE 2

Septemb	er	, 2024

Board of Supervisors Gardens at Hammock Beach Community Development District

Re: Acquisition of Completed Work to Date

Ladies and Gentlemen:

The undersigned is a representative of Parker Mynchenberg & Associates, Inc. ("Consulting Engineer"), as Consulting Engineer for Palm Coast Intracoastal, LLC, a Florida limited liability company ("Developer"), and does hereby make the following certifications in connection with the Gardens at Hammock Beach Community Development District's ("District") acquisition from Developer of certain completed work to date ("Work"), as further described in Consulting Engineer Exhibit A attached hereto, all as more fully described in that certain bill of sale ("Bill of Sale") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the Consulting Engineer, hereby certifies that:

- 1. I have reviewed observable portions of the Work. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
- 2. The Work is within the scope of the District's capital improvement plan as set forth in the *Gardens at Hammock Beach Community Development District Supplemental Engineers Report Phase 1-3 Tract* dated April 2024 (the "**Engineer's Report**") and specially benefit property within the District as further described in the Engineer's Report.
- 3. The Work was installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
- 4. The total costs associated with the Work are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Work, and (ii) the reasonable fair market value of the Work.
- 5. All known plans, permits and specifications necessary for the operation and maintenance of the Work are complete and on file with the District, and have been

- transferred, or are capable of being transferred to the District for operations and maintenance responsibilities (which transfers the Engineer consents to and ratifies).
- 6. Engineer further consents to any other partial or complete assignment, conveyance, or transfer of other work product, contracts, interests, rights or remedies associated with the Work or other matters contemplated in the Engineer's Report and required by the District in connection with the above referenced capital improvement plan, whether made prior to or after the execution of this Certificate.
- 7. With this document, I hereby certify that it is appropriate at this time to acquire the Work.

FURTHER AFFIANT SAYETH NOT.

	Parker Mynchenberg & Associates, Inc.
	, P.E.
	Florida Registration No Consulting Engineer
STATE OF FLORIDA COUNTY OF FLAGLER	
or □ online notarization this day of Sep Parker Mynchenberg & Associates, Inc.	nowledged before me by means of $\square$ physical presence otember, 2024, by, P.E., on behalf of who is personally known to me or who has produced dentification, and did [] or did not [] take the oath.
	Notary Public, State of Florida Print Name: Commission No.: My Commission Expires:

**Consulting Engineer Exhibit A** – Description of Work to Construction Cost

#### **CONSULTING ENGINEER EXHIBIT A**

#### Description of Work and Construction Cost For Veranda Bay Phase 2

None of the construction of miscellaneous items, erosion and pollution control, earthwork on site, roadway installation, curb installation, traffic striping and signing, installation of potable water utilities, installation of sanitary sewer utilities, installation of reclaimed water utilities, installation of stormwater drainage systems, and restoration of land to vegetative state all on property located in what is commonly known as Veranda Bay Phase 2, has been completed to the point where an inspection is possible. Further, Developer has not paid any amounts for the work that is ongoing.

<u>Category</u>	Contract Value
Misc. Bid Items	
Mobilization	\$16,162.00
Survey layout & as-builts	\$144,631.00
Testing & finalization	\$42,943.00
Sub-Total	\$203,736.00
Erosion and Pollution Control	
Silt fence	\$23,825.10
SWPPP	\$14,528.00
NOI	\$551.25
Construction entrance	\$7,412.00
Total Erosion and Pollution Control	\$46,316.35
Earthwork On Site	
General Balance & Rough Grade	\$592,118.34
Excavate Ponds	\$271,139.21
Total Earthwork On site	\$863,257.55
Paving Base & Subbase	
Asphalt 1.5" SP 12.5	\$262,997.49
6" Base	\$386,470.49
6" Stabilized Subbase	\$162,508.89
Asphalt 1" SP 9.5 Offsite	\$57,515.08
Asphalt 2" SP 9.5 Offsite	\$78,365.28
12" Base	\$111,607.58
14" Stabilized Subbase	\$48,447.57
1" Mill & Overlay	\$130,112.00
Total Paving Base & Subbase	\$1,238,024.38
Concrete On Site	
Miami Curb	\$273,190.32

Type F Curb	\$51,857.01
Inlet Aprons	\$32,300.00
ADA Ramp with Detectable	· · · · · · · · · · · · · · · · · · ·
Mat	\$29,556.00
6" Sidewalks Onsite	\$153,616.76
6" Sidewalk Offsite	\$191,691.66
Total Concrete On Site	\$732,211.75
Traffic Striping & Signage	
Traffic Stripping & Signage	\$15,972.00
Total Traffic Striping &	\$15,972.00
Signage	\$13,972.00
Sanitary Sewer System	
10" PVC mains SDR-26	
0-6' Deep	\$45,120.00
6-8' Deep	\$61,218.00
8-10' Deep	\$60,696.00
10-12' Deep	\$97,352.00
12-14' Deep	\$87,282.00
14-16' Deep	\$93,940.00
8" PVC MAINS SDR-26	
0-6' Deep	\$2,574.00
6-8' Deep	\$29,214.00
VIDEO INSPECTION	
Main	\$37,280.60
Laterals	\$9,920.00
Sanitary Sewer Service	\$138,880.00
Precast Manholes	
0-6' Deep	\$11,340.00
6-8' Deep	\$23,760.00
8-10' Deep	\$42,720.00
10-12' Deep	\$28,020.00
12-14' Deep	\$24,720.00
14-16' Deep	\$78,520.00
Lift Station	\$430,900.00
Force Main	
6" PVC DR-18	\$29,440.00
6" Gate Valves	\$3,860.00
Connect to Existing	\$10,300.00
Restrained Joint fittings	\$11,300.00
Flush & test pipe	\$1,270.00
Total Sanitary Sewer System	\$1,359,626.60
Storm Drainage System	
Pipe	

18" RCP	\$181,492.00
24" RCP	\$117,688.00
	<b>\$117,000.00</b>
Structures	
'Type C Inlet	\$124,800.00
Type C Inlet J Bottom	\$20,100.00
Type E Inlet	\$39,900.00
Control Structure	\$12,630.00
60" Junction Manhole	\$16,980.00
18" MES	\$27,000.00
24" MES	\$56,970.00
Overflow Weir	\$18,920.00
Total Storm Drainage System	\$616,480.00
Water Distribution System	
Potable Watermain	
12" HOPE Direction Drill	\$23,520.00
Connect to Existing 12" WM	\$11,970.00
10" PVC DR-1B	\$71,675.00
8" PVC DR-18	\$268,500.00
10" Gate Valve	\$17,680.00
8" Gate valve	\$35,760.00
Fire Hydrant & Valve	\$85,440.00
Fittings	\$30,000.00
2" Blowoff Assembly	\$13,080.00
Potable Water Service	
1" Single Service Long Side	\$74,930.00
1" Single Service Short Side	\$64,350.00
Flush, Test & Chlorinate	\$6,400.00
Total Water Distribution	\$703,305.00
System	\$705,305.00
Reuse Distribution System	
Reuse Mains	
Connect to Existing 10" Reuse	\$8,400.00
12" PVC DR-18	\$172,800.00
12" Gate Valve	\$14,910.00
8" PVC DR-18	\$272,160.00
B" Gate Valve	\$35,760.00
Fittings	\$34,940.00
2" Blowoff Assembly	\$15,260.00
Reuse Service	
1" Single Service Long Side	\$74,820.00
1" Single Service Short Side	\$65,340.00
Flush & Test Pipe	\$4,400.00

Total Reuse Distribution System	\$698,790.00
Restoration	
Seed & Mulch	\$96,381.84
Sod Project Slopes	\$282,895.20
Sod Offsite Reuse	\$27,972.00
Total Restoration	\$407,249.04
Contract Total	\$6,884,968.67

#### BILL OF SALE AND ASSIGNMENT

#### **VERANDA BAY PHASE 2B and 2c**

THIS BILL OF SALE AND ASSIGNMENT is made to be effective as of September \_\_\_\_\_\_, 2024, by Palm Coast Intracoastal, LLC, a Florida limited liability company, whose mailing address for purposes hereof is 3129 Springbank Lane, Charlotte, NC, 28226 ("Grantor"), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the Gardens at Hammock Beach Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes ("District" or "Grantee") whose address is 219 East Livingston Street, Orlando, Florida 32801.

#### **BACKGROUND STATEMENT**

This instrument is intended to convey certain property rights related to certain construction work and personal property ("Work") as further described on the attached Bill of Sale Exhibit A.

**NOW THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

- 1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following Work and other property interests as described below to have and to hold for Grantee's own use and benefit forever but only to the extent related to the Work (and no more) and in each case without prejudice to or limiting the rights and remedies of Grantor thereunder:
- a. all of the transferable right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits (with the exception of lien waivers), warranties, bonds, claims, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Work (and no further); and
- b. Also, the Grantor agrees to convey or cause to be conveyed when finalized any and all transferable site plans, construction and development drawings, plans and specifications, surveys, engineering and soil reports and studies, and approvals (including but not limited to licenses, permits, zoning approvals, etc.), pertaining or applicable to or in any way connected with the development, construction, and ownership of the Work described in such subparagraphs, but only to the extent related to the Work (and no further).
- c. All goodwill associated with the foregoing.

- 2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Work; (ii) the Work is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Work; and (iv) the Grantor will warrant and defend the sale of the Work hereby made unto the Grantee against the lawful claims and demands of all persons making the same against the Grantee by or through Grantor.
- 3. All transfers, conveyances, and assignments made hereunder are made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Work. The Grantor hereby assigns, on a non-exclusive basis, to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects in the Work, including, but not limited to, any and all warranties and other forms of indemnification with respect to the same (subject to the Grantor's reservations of rights as more fully set forth herein). The Grantee is solely responsible for its use of the Property or interests transferred, conveyed or assigned hereunder on or after the date hereof. The District further agrees not to make revisions or modifications to any transferred, assigned or conveyed work product without prior written permission of design professional responsible for the same and that Grantor is released from any liability in connection therewith, but only as to such revision or modification.
- 4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.
- 5. As consideration for the sale of the Work, Grantee agrees to pay the sums set forth in the attached **Bill of Sale Exhibit A**, as the same becomes due and payable, to the extent proceeds are available and eligible and pursuant to that certain *Agreement for the Acquisition of Certain Work Product, Materials, and Infrastructure*, dated June 21, 2024.
- 6. Grantor agrees, at the direction of the Grantee, to assist with the transfer of any permits or similar approvals necessary for the operation of the Work.

(Signatures on Next Page)

<b>WHEREFORE,</b> the foregoing Bil and delivered.	ll of Sale and Limited Assignment is hereby executed
	Signed, sealed and delivered by:
WITNESSES	Palm Coast Intracoastal, LLC, a Florida limited liability company
By: Name:	
By: Name:	Name: Ken Belshe Title: Authorized Representative
STATE OF FLORIDA COUNTY OF DUVAL	
or □ online notarization this day of	nowledged before me by means of $\square$ physical presence f September, 2024, by Ken Belshe, as the Authorized l, LLC, who $[\_]$ is personally known to me or $[\_]$ as identification.
(NOTARY SEAL)	
	Notary Public Signature
	(Name typed, printed or stamped) Notary Public, State of Commission No. My Commission Expires:
	·

Bill of Sale Exhibit A-Description of Work and Costs

#### **BILL OF SALE EXHIBIT A**

#### **Description of Work and Costs** Veranda Bay Phase 2

None of the construction of miscellaneous items, erosion and pollution control, earthwork on site, roadway installation, curb installation, traffic striping and signing, installation of potable water utilities, installation of sanitary sewer utilities, installation of reclaimed water utilities, installation of stormwater drainage systems, and restoration of land to vegetative state all on property located in what is commonly known as Veranda Bay Phase 2, has been completed to the point where an inspection is possible. Further, Developer has not paid any amounts for the work that is ongoing.

#### Legal Description of Property to Be Improved

#### PHASE 2

A PORTION OF SECTIONS 13 AND 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY A PORTION OF SECTIONS 13 AND 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201 AND A 100 FOOT RIGHT OF WAY) AND THE NORTH LINE OF SAID SECTION 38; THENCE SOUTH 18\*1014\* EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 331.23 FEET; THENCE NORTH 71\*49\*46\* EAST, A DISTANCE OF 370.00 FEET; THENCE NORTH 18\*1014\* WEST, A DISTANCE OF 325.00 FEET; THENCE NORTH 71\*49\*46\* EAST, A DISTANCE OF 370.00 FEET; THENCE NORTH 18\*1014\* WEST, A DISTANCE OF 325.00 FEET; THENCE NORTH 71\*49\*46\* EAST, A DISTANCE OF 50.00 FEET; THENCE NORTH 18\*1014\* WEST, A DISTANCE OF 325.00 FEET; THENCE NORTH 18\*1014\* WEST, A DISTANCE OF 325.00 FEET; THENCE NORTH 18\*1014\* WEST, A DISTANCE OF 11\*32\*14\*; THENCE NORTH 18\*1014\* WEST, A DISTANCE OF 11\*32\*14\*; THENCE NORTH 18\*1014\* WEST, A DISTANCE OF 11\*32\*14\*; THENCE NORTH 18\*1014\* EAST, A DISTANCE OF 11\*32\*14\*; THENCE NORTH 18\*1014\* EAST, A DISTANCE OF 11\*32\*14\* WEST AND A CHORD DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 11\*49\*46\* EAST, A DISTANCE OF 11\*5.00 FEET; THENCE SOUTH 11\*5.00 FEET; THENCE SOUTH 10\*32\*26\* EAST, A DISTANCE OF 49.29 FEET; THENCE SOUTH 18\*27\*34\* WEST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 01\*32\*26\* EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 88\*27\*34\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014 DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201

#### Together with

PAGE 20
A PORTION OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS A PORTION OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201 AND A 100 FOOT RIGHT OF WAY) AND THE NORTH LINE OF SAID SECTION 38; THENCE SOUTH 18'10'14" EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 331.23 FEET TO THE POINT OF BEGINNING; THENCE NORTH 71'49'46" EAST, DEPARTING FROM SAID RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 18'10'14" EAST, A DISTANCE OF 1906.48 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 495.00 FEET AND A CHORD BEARING OF SOUTH 78'18'07" WEST AND A CHORD DISTANCE OF 125.35 FEET TO A POINT OF A CURVE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 10'55'26", THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.77 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 23'37'58" WEST AND A CHORD DISTANCE OF 4.76 FEET; THENCE; THENCE SOUTH 72'11'12" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 18'10'14" WEST, A DISTANCE OF 87.31 FEET; THENCE SOUTH 71'49'46" WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY: THENCE NORTH 18'10'14" WEST, A LING SAID RIGHT OF WAY LINE. A DISTANCE OF 1800.00 RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY; THENCE NORTH 18'10'14" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1800.00 FEET TO THE POINT OF BEGINNING.
CONTAINING 16.91 ACRES, MORE OR LESS.

#### CONTRACTED VALUE OF IMPROVEMENTS

Category Contract Value	
Misc. Bid Items	
Mobilization	\$16,162.00
Survey layout & as-builts	\$144,631.00
Testing & finalization	\$42,943.00
Sub-Total	\$203,736.00
Erosion and Pollution Control	
Silt fence	\$23,825.10
SWPPP	\$14,528.00
NOI	\$551.25
Construction entrance	\$7,412.00
Total Erosion and Pollution Control	\$46,316.35
Earthwork On Site	
General Balance & Rough Grade	\$592,118.34
Excavate Ponds	\$271,139.21
Total Earthwork On site	\$863,257.55
Paving Base & Subbase	
Asphalt 1.5" SP 12.5	\$262,997.49
6" Base	\$386,470.49
6" Stabilized Subbase	\$162,508.89
Asphalt 1" SP 9.5 Offsite	\$57,515.08
Asphalt 2" SP 9.5 Offsite	\$78,365.28
12" Base	\$111,607.58
14" Stabilized Subbase	\$48,447.57
1" Mill & Overlay	\$130,112.00
Total Paving Base & Subbase	\$1,238,024.38
Concrete On Site	
Miami Curb	\$273,190.32
Type F Curb	\$51,857.01
Inlet Aprons	\$32,300.00
ADA Ramp with Detectable Mat	\$29,556.00
6" Sidewalks Onsite	\$153,616.76
6" Sidewalk Offsite	\$191,691.66
Total Concrete On Site	\$732,211.75
Traffic Striping & Signage	
Traffic Stripping & Signage	\$15,972.00

Sanitary Sewer System   10" PVC mains SDR-26	Total Traffic Striping &	\$15,072,00
10" PVC mains SDR-26   0-6' Deep	Signage	\$15,972.00
0-6' Deep \$45,120.00 6-8' Deep \$61,218.00 8-10' Deep \$60,696.00 10-12' Deep \$97,352.00 12-14' Deep \$87,282.00 14-16' Deep \$93,940.00 8" PVC MAINS SDR-26 0-6' Deep \$22,574.00 VIDEO INSPECTION Main \$37,280.60 Laterals \$9,920.00 Sanitary Sewer Service \$138,880.00 Precast Manholes 0-6' Deep \$23,760.00 8-10' Deep \$23,760.00 8-10' Deep \$24,720.00 10-12' Deep \$24,720.00 12-14' Deep \$24,720.00 14-16' Deep \$78,520.00 Lift Station \$430,900.00 Force Main 6" PVC DR-18 \$29,440.00 6" Gate Valves \$3,860.00 Connect to Existing \$11,300.00 Restrained Joint fittings \$11,300.00 Flush & test pipe \$1,270.00 Total Sanitary Sewer System \$1,359,626.60 Storm Drainage System Pipe	Sanitary Sewer System	
6-8' Deep \$61,218.00 8-10' Deep \$60,696.00 10-12' Deep \$97,352.00 12-14' Deep \$93,940.00 8" PVC MAINS SDR-26 0-6' Deep \$2,574.00 6-8' Deep \$29,214.00 VIDEO INSPECTION Main \$37,280.60 Laterals \$9,920.00 Sanitary Sewer Service \$138,880.00 Precast Manholes 0-6' Deep \$23,760.00 8-10' Deep \$24,720.00 12-14' Deep \$24,720.00 12-14' Deep \$24,720.00 14-16' Deep \$78,520.00 Lift Station \$430,900.00 Force Main 6" PVC DR-18 \$29,440.00 6" Gate Valves \$3,860.00 Connect to Existing \$10,300.00 Restrained Joint fittings \$11,300.00 Flush & test pipe \$1,270.00 Total Sanitary Sewer System \$1,359,626.60 Storm Drainage System Pipe	10" PVC mains SDR-26	
8-10' Deep \$97,352.00 10-12' Deep \$97,352.00 12-14' Deep \$887,282.00 8" PVC MAINS SDR-26 0-6' Deep \$2,574.00 6-8' Deep \$29,214.00 VIDEO INSPECTION Main \$37,280.60 Laterals \$9,920.00 Sanitary Sewer Service \$138,880.00 Precast Manholes 0-6' Deep \$23,760.00 8-10' Deep \$24,720.00 10-12' Deep \$28,020.00 12-14' Deep \$24,720.00 14-16' Deep \$24,720.00 14-16' Deep \$24,720.00 14-16' Deep \$24,720.00 16'' Gate Valves \$3,860.00 Connect to Existing \$10,300.00 Restrained Joint fittings \$11,300.00 Flush & test pipe \$1,270.00 Total Sanitary Sewer System Storm Drainage System Pipe	0-6' Deep	\$45,120.00
10-12' Deep \$97,352.00 12-14' Deep \$87,282.00 8" PVC MAINS SDR-26 0-6' Deep \$2,574.00 6-8' Deep \$29,214.00 VIDEO INSPECTION Main \$37,280.60 Laterals \$9,920.00 Sanitary Sewer Service \$138,880.00 Precast Manholes 0-6' Deep \$23,760.00 8-10' Deep \$28,020.00 10-12' Deep \$28,020.00 12-14' Deep \$28,020.00 12-14' Deep \$28,020.00 14-16' Deep \$778,520.00 Lift Station \$430,900.00 Force Main 6" PVC DR-18 \$29,440.00 6" Gate Valves \$3,860.00 Connect to Existing \$10,300.00 Restrained Joint fittings \$11,300.00 Flush & test pipe \$1,270.00 Total Sanitary Sewer System Storm Drainage System Pipe	6-8' Deep	\$61,218.00
12-14' Deep       \$93,940.00         8" PVC MAINS SDR-26       \$2,574.00         0-6' Deep       \$2,574.00         6-8' Deep       \$29,214.00         VIDEO INSPECTION       \$37,280.60         Laterals       \$9,920.00         Sanitary Sewer Service       \$138,880.00         Precast Manholes       \$9,920.00         0-6' Deep       \$11,340.00         6-8' Deep       \$23,760.00         8-10' Deep       \$42,720.00         10-12' Deep       \$28,020.00         12-14' Deep       \$24,720.00         14-16' Deep       \$78,520.00         Lift Station       \$430,900.00         Force Main       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,359,626.60         Storm Drainage System       \$1,359,626.60         Pipe       \$1,359,626.60	8-10' Deep	\$60,696.00
14-16' Deep       \$93,940.00         8" PVC MAINS SDR-26       \$2,574.00         0-6' Deep       \$29,214.00         VIDEO INSPECTION       \$37,280.60         Main       \$37,280.60         Laterals       \$9,920.00         Sanitary Sewer Service       \$138,880.00         Precast Manholes       \$11,340.00         0-6' Deep       \$11,340.00         6-8' Deep       \$23,760.00         8-10' Deep       \$28,020.00         12-14' Deep       \$24,720.00         14-16' Deep       \$78,520.00         Lift Station       \$430,900.00         Force Main       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,359,626.60         Storm Drainage System       \$1,359,626.60         Pipe       \$1,359,626.60	10-12' Deep	\$97,352.00
8" PVC MAINS SDR-26  0-6' Deep \$29,214.06  6-8' Deep \$29,214.06  VIDEO INSPECTION  Main \$37,280.66  Laterals \$9,920.06  Sanitary Sewer Service \$138,880.06  Precast Manholes  0-6' Deep \$11,340.06  6-8' Deep \$23,760.06  8-10' Deep \$228,020.06  12-14' Deep \$224,720.06  14-16' Deep \$778,520.06  Lift Station \$430,900.06  Force Main 6" PVC DR-18 \$29,440.06 6" Gate Valves \$3,860.06  Connect to Existing \$10,300.06  Restrained Joint fittings \$11,300.06  Flush & test pipe \$1,270.06  Storm Drainage System  Pipe	12-14' Deep	\$87,282.00
0-6' Deep       \$2,574.00         6-8' Deep       \$29,214.00         VIDEO INSPECTION         Main       \$37,280.60         Laterals       \$9,920.00         Sanitary Sewer Service       \$138,880.00         Precast Manholes         0-6' Deep       \$11,340.00         6-8' Deep       \$23,760.00         8-10' Deep       \$28,020.00         12-12' Deep       \$28,020.00         12-14' Deep       \$24,720.00         14-16' Deep       \$78,520.00         Lift Station       \$430,900.00         Force Main         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       Pipe	14-16' Deep	\$93,940.00
6-8' Deep \$29,214.00  Main \$37,280.60  Laterals \$9,920.00  Sanitary Sewer Service \$138,880.00  Precast Manholes  0-6' Deep \$11,340.00  6-8' Deep \$23,760.00  8-10' Deep \$24,720.00  10-12' Deep \$224,720.00  12-14' Deep \$24,720.00  14-16' Deep \$78,520.00  Lift Station \$430,900.00  Force Main  6" PVC DR-18 \$29,440.00  6" Gate Valves \$3,860.00  Connect to Existing \$10,300.00  Restrained Joint fittings \$11,300.00  Flush & test pipe \$1,270.00  Total Sanitary Sewer System \$1,359,626.60  Storm Drainage System  Pipe	8" PVC MAINS SDR-26	
VIDEO INSPECTION         \$37,280.60           Laterals         \$9,920.00           Sanitary Sewer Service         \$138,880.00           Precast Manholes         \$11,340.00           0-6' Deep         \$11,340.00           6-8' Deep         \$23,760.00           8-10' Deep         \$28,020.00           10-12' Deep         \$24,720.00           12-14' Deep         \$24,720.00           14-16' Deep         \$78,520.00           Lift Station         \$430,900.00           Force Main         \$29,440.00           6" Gate Valves         \$3,860.00           Connect to Existing         \$10,300.00           Restrained Joint fittings         \$11,300.00           Flush & test pipe         \$1,270.00           Total Sanitary Sewer System         \$1,359,626.60           Storm Drainage System         Pipe	0-6' Deep	\$2,574.00
Main       \$37,280.60         Laterals       \$9,920.00         Sanitary Sewer Service       \$138,880.00         Precast Manholes       \$11,340.00         0-6' Deep       \$23,760.00         8-10' Deep       \$22,720.00         10-12' Deep       \$28,020.00         12-14' Deep       \$24,720.00         14-16' Deep       \$78,520.00         Lift Station       \$430,900.00         Force Main       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       \$1,359,626.60	6-8' Deep	\$29,214.00
Laterals       \$9,920.00         Sanitary Sewer Service       \$138,880.00         Precast Manholes       \$11,340.00         0-6' Deep       \$11,340.00         6-8' Deep       \$23,760.00         8-10' Deep       \$28,020.00         10-12' Deep       \$28,020.00         12-14' Deep       \$24,720.00         Lift Station       \$430,900.00         Force Main         6" PVC DR-18       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       Pipe	VIDEO INSPECTION	
Sanitary Sewer Service       \$138,880.00         Precast Manholes       \$11,340.00         0-6' Deep       \$23,760.00         8-10' Deep       \$42,720.00         10-12' Deep       \$28,020.00         12-14' Deep       \$24,720.00         14-16' Deep       \$78,520.00         Lift Station       \$430,900.00         Force Main       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       Pipe	Main	\$37,280.60
Precast Manholes         0-6' Deep       \$11,340.00         6-8' Deep       \$23,760.00         8-10' Deep       \$42,720.00         10-12' Deep       \$28,020.00         12-14' Deep       \$24,720.00         14-16' Deep       \$78,520.00         Lift Station       \$430,900.00         Force Main         6" PVC DR-18       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       Pipe	Laterals	\$9,920.00
0-6' Deep       \$11,340.00         6-8' Deep       \$23,760.00         8-10' Deep       \$42,720.00         10-12' Deep       \$28,020.00         12-14' Deep       \$24,720.00         Lift Station       \$430,900.00         Force Main         6" PVC DR-18       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System         Pipe	Sanitary Sewer Service	\$138,880.00
6-8' Deep \$23,760.00 8-10' Deep \$42,720.00 10-12' Deep \$28,020.00 12-14' Deep \$78,520.00 Lift Station \$430,900.00 Force Main 6" PVC DR-18 \$29,440.00 6" Gate Valves \$3,860.00 Connect to Existing \$10,300.00 Restrained Joint fittings \$11,300.00 Flush & test pipe \$1,270.00 Total Sanitary Sewer System Storm Drainage System Pipe	Precast Manholes	
8-10' Deep       \$42,720.00         10-12' Deep       \$28,020.00         12-14' Deep       \$24,720.00         14-16' Deep       \$78,520.00         Lift Station       \$430,900.00         Force Main         6" PVC DR-18       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System       Pipe	0-6' Deep	\$11,340.00
10-12' Deep \$28,020.00 12-14' Deep \$24,720.00 14-16' Deep \$78,520.00 Lift Station \$430,900.00  Force Main 6" PVC DR-18 \$29,440.00 6" Gate Valves \$3,860.00 Connect to Existing \$10,300.00 Restrained Joint fittings \$11,300.00 Flush & test pipe \$1,270.00 Total Sanitary Sewer System Storm Drainage System Pipe	6-8' Deep	\$23,760.00
12-14' Deep       \$24,720.00         14-16' Deep       \$78,520.00         Lift Station       \$430,900.00         Force Main         6" PVC DR-18       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System         Pipe	8-10' Deep	\$42,720.00
14-16' Deep       \$78,520.00         Lift Station       \$430,900.00         Force Main         6" PVC DR-18       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System         Pipe	10-12' Deep	\$28,020.00
Lift Station       \$430,900.00         Force Main       \$29,440.00         6" PVC DR-18       \$29,440.00         6" Gate Valves       \$3,860.00         Connect to Existing       \$10,300.00         Restrained Joint fittings       \$11,300.00         Flush & test pipe       \$1,270.00         Total Sanitary Sewer System       \$1,359,626.60         Storm Drainage System         Pipe	12-14' Deep	\$24,720.00
Force Main         \$29,440.00           6" PVC DR-18         \$3,860.00           6" Gate Valves         \$3,860.00           Connect to Existing         \$10,300.00           Restrained Joint fittings         \$11,300.00           Flush & test pipe         \$1,270.00           Total Sanitary Sewer System         \$1,359,626.60           Storm Drainage System         Pipe	14-16' Deep	\$78,520.00
6" PVC DR-18 \$29,440.00 6" Gate Valves \$3,860.00 Connect to Existing \$10,300.00 Restrained Joint fittings \$11,300.00 Flush & test pipe \$1,270.00 Total Sanitary Sewer System \$1,359,626.60 Storm Drainage System Pipe	Lift Station	\$430,900.00
6" Gate Valves \$3,860.00  Connect to Existing \$10,300.00  Restrained Joint fittings \$11,300.00  Flush & test pipe \$1,270.00  Total Sanitary Sewer System \$1,359,626.60  Storm Drainage System  Pipe	Force Main	
Connect to Existing \$10,300.00 Restrained Joint fittings \$11,300.00 Flush & test pipe \$1,270.00 Total Sanitary Sewer System \$1,359,626.60 Storm Drainage System Pipe	6" PVC DR-18	\$29,440.00
Restrained Joint fittings \$11,300.00 Flush & test pipe \$1,270.00 Total Sanitary Sewer System \$1,359,626.60 Storm Drainage System Pipe	6" Gate Valves	\$3,860.00
Flush & test pipe \$1,270.00  Total Sanitary Sewer System \$1,359,626.60  Storm Drainage System  Pipe	Connect to Existing	\$10,300.00
Total Sanitary Sewer System \$1,359,626.60 Storm Drainage System Pipe	Restrained Joint fittings	\$11,300.00
Storm Drainage System Pipe	Flush & test pipe	\$1,270.00
Pipe	Total Sanitary Sewer System	\$1,359,626.60
•	Storm Drainage System	
18" RCP \$181.492.00	Pipe	
1	18" RCP	\$181,492.00
24" RCP \$117,688.00	24" RCP	\$117,688.00
Structures	Structures	
'Type C Inlet \$124,800.00	'Type C Inlet	\$124,800.00
Type C Inlet J Bottom \$20,100.00	Type C Inlet J Bottom	\$20,100.00
Type E Inlet \$39,900.00	Type E Inlet	\$39,900.00
Control Structure \$12,630.00	Control Structure	\$12,630.00
60" Junction Manhole \$16,980.00	60" Junction Manhole	\$16,980.00

18" MES	\$27,000.00
24" MES	\$56,970.00
Overflow Weir	\$18,920.00
Total Storm Drainage System	\$616,480.00
Water Distribution System	·
Potable Watermain	
12" HOPE Direction Drill	\$23,520.00
Connect to Existing 12" WM	\$11,970.00
10" PVC DR-1B	\$71,675.00
8" PVC DR-18	\$268,500.00
10" Gate Valve	\$17,680.00
8" Gate valve	\$35,760.00
Fire Hydrant & Valve	\$85,440.00
Fittings	\$30,000.00
2" Blowoff Assembly	\$13,080.00
Potable Water Service	· · · · · · · · · · · · · · · · · · ·
1" Single Service Long Side	\$74,930.00
1" Single Service Short Side	\$64,350.00
Flush, Test & Chlorinate	\$6,400.00
Total Water Distribution	Ø702 205 00
System	\$703,305.00
<b>Reuse Distribution System</b>	
Reuse Mains	
Connect to Existing 10" Reuse	\$8,400.00
12" PVC DR-18	\$172,800.00
12" Gate Valve	\$14,910.00
8" PVC DR-18	\$272,160.00
B" Gate Valve	\$35,760.00
Fittings	\$34,940.00
2" Blowoff Assembly	\$15,260.00
Reuse Service	
1" Single Service Long Side	\$74,820.00
1" Single Service Short Side	\$65,340.00
Flush & Test Pipe	\$4,400.00
Total Reuse Distribution	\$698,790.00
System	\$090,790.00
Restoration	
Seed & Mulch	\$96,381.84
Sod Project Slopes	\$282,895.20
Sod Offsite Reuse	\$27,972.00
Total Restoration	\$407,249.04
Contract Total	\$6,884,968.67

#### **Exhibit C** – Temporary Construction Easement Agreement

Prepared by and upon recording should be returned to:

Vincent L. Sullivan, Esq. Chiumento Law, PLLC 145 City Place, Suite 301 Palm Coast, FL 32164

### TEMPORARY CONSTRUCTION AND ACCESS EASEMENT AGREEMENT

TEMPORARY CONSTRUCTION THIS ACCESS **EASEMENT AGREEMENT** ("**Agreement**") is made and entered into this day of , 2024, by and between Palm Coast Intracoastal, LLC, a Florida limited liability company, whose mailing address for purposes hereof is 3129 Springbank Lane, Charlotte, NC, 28226 and Veranda Bay Investments, LLC, a Florida limited liability company, whose mailing address for purposes hereof is 5150 Tamiami Trail North, Suite 500, Naples, FL 34103 (collectively "Grantor") in favor of GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT **DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, whose address is c/o Governmental Management Services, LLC, 219 East Livingston Street, Orlando, Florida 32801 ("Grantee" or the "District") (Grantor and Grantee are sometimes together referred to herein as the "Parties", and separately as the "Party").

#### WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of certain real property located in the District, being more particularly described on Exhibit "A" attached hereto, and by this reference incorporated herein (the "Easement Area"); and

WHEREAS, Grantee intends to complete within the Easement Area, the design, installation and construction of certain master infrastructure lake excavation, surface water management system, roadways, water distribution system, sanitary collection and transmission system, irrigation/reclaim water distribution system, offsite improvements, environmental improvements and related improvements as authorized by law (collectively, the "Improvements"); and

WHEREAS, Grantor desires to grant to Grantee a temporary, non-exclusive construction and access easement on, upon, over, under, across, and through the Easement Area for the sole purpose of constructing the Improvements, until either construction of the Improvements is completed or the Grantee acquires the Easement Area, whichever occurs first.

**NOW, THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

**Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

**Temporary Construction Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee a temporary, non-exclusive easement on, upon, over, under, across and through the Easement Area for access, ingress, egress and to allow Grantee to complete the design, construction and installation of the Improvements (collectively, the "**Easement**").

**Term of Easement.** Upon the earlier of (i) the completion of all Improvements and the acceptance of such by the District's Board of Supervisors, or (ii) recordation of a release or termination of the Easement in the Public Records of Flagler County, Florida, then this Agreement shall automatically terminate and be extinguished without further action of the Grantor or Grantee being required. Upon termination of this Agreement, as provided herein, and upon request by Grantor, Grantee shall promptly execute and deliver to Grantor a document in recordable form confirming termination of this Agreement and the Easement granted herein.

Alternatively, (a) upon recordation of a plat containing residential lots ("Residential Lots"), this Agreement shall partially and automatically terminate and be extinguished as to the Residential Lots, (b) upon recordation of a plat or a deed dedicating tracts described therein to the City of Palm Coast, Flagler County, Florida (the "City Tracts"), this Agreement shall partially and automatically terminate and be extinguished as to the City Tracts, and in either event all rights in the Easement upon such Lots and City Tracts granted by this Agreement shall immediately terminate and be extinguished without further action of the Grantor or Grantee being required.

If and when the Grantor intends to convey other portions of the Easement Area (the "Other Tracts") to third parties, the Grantor shall so notify the Grantee in writing. If the Grantee has completed the Improvements on the Other Tracts, Grantee shall execute and deliver to Grantor a partial release of the applicable Other Tracts from the Easement and this Agreement, in which event all rights in the Easement upon such Other Tracts granted by this Agreement shall immediately terminate and be extinguished without further action of the Grantor or Grantee being required. If the Grantee receives a request from Grantor for a partial release of the Easement and this Agreement as to any Other Tracts intended to be conveyed to a third party, and Grantee has not yet completed the Improvements on the applicable Other Tract, Grantor may elect to convey the applicable Other Tract to the third party subject to the Easement and this Agreement, in which event Grantee agrees that it shall thereafter execute and deliver a partial release of the Other Tract to Grantor, as aforesaid, at such time as the Improvements on the Other Tract are complete.

Should the Grantee acquire from the Grantor fee simple title to any portion of the Easement Area that is subject to the Easement and this Agreement, this Agreement shall partially and automatically terminate and be extinguished as to the portion of the Easement Area acquired by the Grantee, and in such event all rights in the Easement upon such portion of the Easement Area shall immediately terminate and be extinguished without further action of the Grantor or Grantee being required.

Insurance and Indemnity. Grantee and/or any contractors performing work for Grantee on the Easement Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly

or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Grantee on the Easement Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee and Grantor as insured, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. If requested in writing by Grantor at or any time following Grantee's commencement of construction of the Improvements, Grantee shall increase such insurance coverage to a higher amount requested by Grantor up to \$2,000,000.00. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, *Florida Statutes*, Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liability arising out of Grantee's construction activities within the Easement Area.

**Obligations of Grantor and Grantee.** The Parties acknowledge and agree that any rights granted hereunder shall be exercised by the Parties only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Parties covenant and agree that neither party shall discharge into or within the Easement Area, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits. To the extent permitted by law and without waiving any of the protections afforded by section 768.28, *Florida Statutes*, each Party hereby agrees to indemnify and hold harmless the other Party from and against any and all liability arising out of such Party's breach of any provision of this Agreement, including, without limitation, the matters set forth in this paragraph.

**Beneficiaries of Easement Rights.** The Easement set forth in this Agreement shall be for the sole benefit and use of Grantee, its successors and assigns, and Grantee's agents, employees, consultants, representatives, and contractors.

Amendments and Waivers. This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Flagler County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

**Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00

pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

Use of Easement Area. It is acknowledged and agreed that the Easement granted under this Agreement is not an exclusive easement and that Grantor shall have the right to use and enjoy the Easement Area in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

**Liens.** Grantee shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the Easement Area in connection with the exercise of rights hereunder.

**Effective Date.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

Miscellaneous. This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Flagler County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here under, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Grantor and Grantee and their respective successors and assigns. The rights, privileges and Easement granted and conveyed hereunder shall be a burden upon the Easement Area and shall exist for the benefit of and run with title to the Easement Area.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the day and year first written above.

	"GRANTOR"
WITNESSES:	Palm Coast Intracoastal, LLC, a Florida limited liability company
Name:	
Address:	
	Name: William G. Allen, Jr.
	Title: Manager
Name:	
Address:	_
	_
STATE OF FLORIDA	
COUNTY OF	
online notarization this day of Septem	ated before me by means of □ physical presence or □ nber, 2024 by William G. Allen Jr., as the Manager of nited liability company, on behalf of the company. He as identification.
NOTABY OF AL	
NOTARY SEAL	Notary Signature
	Print Name:
	Notary Public, State of Florida

#### "GRANTOR"

WITNESSES:	Veranda Bay Investments, LLC, a Florida limited liability company
Name:	
Address:	
	Manage William C Allan
Name:	_
Address:	-
STATE OF FLORIDA  COUNTY OF	
online notarization this day of Septer Veranda Bay Investments, LLC, a Florida lin	mber, 2024 by William G. Allen, as the Manager of mited liability company, on behalf of the company. He
is personally known to me or produced	as identification.
NOTARY SEAL	
Notary Signature Print Name:	_
Notary Public, State of Florida	_

Signed, sealed and delivered in the presence of:	"GRANTEE"
	GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT
Name: George Flint	
Address: 219 E. Livingston St.	D
Orlando, FL 32801	By:Clint Smith
	Its Chairperson, Board of Supervisors
	Date: September 20, 2024
Name: Vincent L. Sullivan Address: 145 City Place, Suite 301 Palm Coast, FL 32164	•
STATE OF FLORIDA	
COUNTY OF FLAGLER	
or □ online notarization this 20th day of Septe Board of Supervisors of the Gardens at Hamm	ledged before me by means of □ physical presence ember, 2024, by Clint Smith., as Chairperson of the nock Beach Community Development District, who as identification.
NOTARY SEAL	Notony Cionotano
	Notary Signature Print Name: Vincent L. Sullivan
	Notary Public, State of Florida

#### Exhibit A

#### Legal Description

#### PHASE 2

A PORTION OF SECTIONS 13 AND 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201 A PORTION OF SECTIONS 13 AND 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201 AND A 100 FOOT RIGHT OF WAY) AND THE NORTH LINE OF SAID SECTION 38; THENCE SOUTH 18\*10\*14\* EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 33:2.3 FEET; THENCE NORTH 71\*149\*46\* EAST, A DISTANCE OF 37:0.00 FEET; THENCE NORTH 18\*10\*14\* WEST, A DISTANCE OF 325:0.00 FEET; THENCE NORTH 17\*149\*46\* EAST, A DISTANCE OF 37:0.00 FEET; THENCE NORTH 18\*10\*14\* WEST, A DISTANCE OF 325:0.00 FEET; THENCE NORTH 18\*10\*14\* WEST, A DISTANCE OF 325:0.00 FEET; THENCE NORTH 18\*10\*14\* WEST, A DISTANCE OF 20:0.01 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE EAST AND HANNG A RADIUS OF 25:0.00 FEET AND A CENTRAL ANGLE OF 11\*22\*145\* THENCE NORTHERLY ALONG SAID CURVE AN ARC DISTANCE OF 5.0.3 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 12\*2\*40\* WEST AND A CENTRAL ANGLE OF 11\*2\*4\*0\* WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 01\*32\*26\* WEST, A DISTANCE OF 10.00 FEET; THENCE SOUTH 01\*32\*26\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 01\*32\*26\* EAST, A DISTANCE OF 49:29 FEET; THENCE SOUTH 10\*32\*26\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 10\*32\*26\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 10\*32\*26\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 10\*30\*2\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 10\*30\*4\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*10\*14\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*10\*14\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*10\*14\* EAST, A DISTANCE OF 20.00 FEET; THENCE NORTH 71\*49\* 46\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*10\*14\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*10\*14\* EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 71\*49\* 46\* EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 71\*49\* 46\* EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 71\*49\* 46\* EAST, A DISTANCE OF 140.00 FEET; THENCE NORTH 71\*49\* 46\* EAST, A DISTANCE O CONTAINING 21.82 ACRES, MORE OR LESS.

#### Together with

A PORTION OF SECTION 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201 AND A 100 FOOT RIGHT OF WAY) AND THE NORTH LINE OF SAID SECTION 38; THENCE SOUTH 18\*10\*14\* EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 331.23 FEET TO THE POINT OF BEGINNING; THENCE NORTH 71\*49\*46\* EAST, DEPARTING FROM SAID RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET; THENCE SOUTH 18\*10\*14\* EAST, A DISTANCE OF 106.48 FEET TO A POINT ON A CURVE OF A CURVE CONCAVE TO THE SOUTH AND HAVING A RADIUS OF 495.00 FEET AND A CENTRAL ANGLE OF 14\*32\*52\*, THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 125.68 FEET AND SUBTENDED BY A CHORD BEARING OF SOUTH 78\*18\*07\* WEST AND A CHORD DISTANCE OF 125.35 FEET TO A POINT OF A CURVE OF A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 10\*55\*26\*, THENCE NORTHWESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 4.77 FEET AND SUBTENDED BY A CHORD BEARING OF NORTH 23\*37\*58\* WEST AND A CHORD DISTANCE OF 4.76 FEET; THENCE; THENCE SOUTH 72\*1112\* WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 18\*10\*14\* WEST, A DISTANCE OF 87.31 FEET; THENCE SOUTH 71\*49\*46\* WEST, A DISTANCE OF 50.00 FEET; THENCE NORTH 18\*10\*14\* WEST, A DISTANCE OF 87.31 FEET; THENCE SOUTH 71\*49\*46\* WEST, A DISTANCE OF 50.00 FEET TO THE INTERSECTION WITH THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY; THENCE NORTH 18\*10\*14\* WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1800.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.91 ACRES, MORE OR LESS.

#### **Exhibit C Cost Share Agreement**

## COST SHARE AGREEMENT BETWEEN THE GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT AND PALM COAST INTRACOASTAL, LLC, FOR THE CONSTRUCTION OF VERANDA BAY PHASE 2

**THIS AGREEMENT** ("Agreement") is made and entered into as of this 20th day of September, 2024, by and between:

**Gardens at Hammock Beach Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with an address of 219 East Livingston Street, Orlando, Florida 32801 (the "District"); and

**Palm Coast Intracoastal, LLC**, a Florida limited liability company, and owner of certain lands within the boundaries of the District, with a mailing address of 3129 Springbank Lane, Charlotte, NC, 28226 (the "Developer" together with the District, the "Parties").

#### **RECITALS**

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure; and

WHEREAS, the District has accepted the assignment of an agreement (the "Construction Contract") with J.D. Weber Construction Co. (the "Contractor"), in connection with the Veranda Bay Phase 2 Project (the "Project"), which contract will be administered by such person or entity appointed by the District (the "Construction Project Manager") subject to review by the District's engineer authorized to conduct such review (the "Engineer"). As used herein, the term "Work" shall refer to the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Construction Contract, including performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction; and

**WHEREAS**, the Developer is currently a party to the Construction Contract and Developer owns certain lands located within the confines of the Project, within the boundaries of the District; and

WHEREAS, the District shall pay for those improvements to be constructed pursuant to the Construction Contract that are included in the *Gardens at Hammock Beach Community Development District Supplemental Engineers Report – Phase 1-3 Tract* dated April 2024, (the "Capital Improvement Plan"), and benefit lands within the District (the "District Items of Work"); and

WHEREAS, the Developer has agreed to pay for the cost of the work identified on Cost Share Exhibit A as such items of Work are not included in the District's Capital Improvement Plan and/or if the District has insufficient funds to pay for the Work; and

WHEREAS, the Parties desire to memorialize and set forth clearly their understanding and agreement with respect to allocation of costs between the Parties for these improvements as well as certain other matters addressed 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:

#### **AGREEMENT**

- 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.
- 2. ITEMS OF WORK. The Contractor's proposal describes the scope of the work ("Total Work"), as included in the Construction Contract. Cost Share Exhibit A identifies those items that are to be the responsibility of Developer to fund if not so fundable by the District and/or if the District has insufficient funds to pay for the Work ("Developer Items of Work"). The District and Developer shall each own, operate and maintain their respective Items of Work.

#### 3. COST ALLOCATIONS.

- 3.1 Cost Allocation. Developer shall pay all of the costs of the Developer Items of Work as required by Cost Share Exhibit A. Payment shall be made in accordance with Sections 3 and 4 herein.
- 3.2 Cost Allocation for Services. Payment shall be made in accordance with Section 4 below. Upon Final Completion of the Total Work, the Engineer shall review the portion of construction phase services attributable to the Developer Items of Work and notify Developer of any additional amounts to be paid. Any dispute of the Engineer's determination shall be resolved in accordance with Section 3.3, below. Payment shall be made in accordance with Sections 4 and 5 herein.
- 3.3 Dispute of Engineer's Determination. Should the District or Developer dispute the Engineer's determination of costs attributable to any Party either in accordance with Section 3.1, Section 3.2 or Section 5.4, notice of such dispute and the grounds therefor shall be given from one party to the other within five (5) days, excluding Saturdays, Sundays and federal holidays, of receipt of the Engineer's determination of costs. Thereafter, within seventy two (72) hours, excluding Saturdays, Sundays and federal holidays, after notice of such dispute is given, the Engineer shall request the Florida Board of Engineers select a qualified independent third party engineer to review

the Work and the engineer's determination of costs. The independent third party engineer may, upon the written consent of the District and Developer, secure its own estimates of costs. The Parties agree to and shall be bound by the determination of costs attributable to the Parties as determined by the independent third party engineer. In such event, the fees and costs of the independent third party engineer shall be equally divided between the Parties hereto. Nothing contained in this Section 3.3 shall give Developer the right to dispute the cost of the Developer Items of Work to the extent such costs are determined in accordance with the Construction Contract.

- 3.4 To ensure compliance with Section 218.735, *Florida Statutes*, the Parties shall follow the procedures described in Section 4, below, with respect to any costs related to a dispute to be resolved pursuant to this Section 3.3. However, should the independent third party engineer determine that all or a portion of the disputed costs were incorrectly allocated, the party determined by the independent third party engineer to have underpaid its share of the costs shall reimburse the other party the amount underpaid.
- 4. PAYMENT OF COSTS. Subject to the provisions of Section 5 for any and all invoices related solely to Final Payment, as defined herein, and completion of the Project, the Parties shall pay for the Work in accordance with the following schedule: the Project Manager and Engineer will review invoices and determine which portion is District Items of Work and which portion is Developer Items of Work. Upon such determination, the District will submit a requisition for the District Items of Work and Developer will submit payment to District for Developer Items of Work within ten (10) days. Within three (3) days of receipt of the fully executed requisition, the District Manager or his designee shall transmit the fully executed requisition to the District Trustee for payment. Concurrently with the transmission of the requisition to the District Trustee, District shall transmit Developer Items of Work payment to Contractor.

#### 5. ACCEPTANCE OF WORK

5.1 Acceptance of Work. Before the District makes Final Payment as defined below, the District shall provide Developer with a certificate from the Engineer that, to the best of his knowledge, the Developer Items of Work have been performed in substantial compliance with the Construction Contract and appropriate final lien waivers and releases have been obtained from all contractors, sub-contractors, materialmen or suppliers and laborers in connections with the Project. Within fifteen (15) calendar days after receipt of said certificate, Developer shall inspect the Project and provide written notice to the District that the Developer Items of Work, to the best of Developer's knowledge, are or are not in substantial compliance with the Construction Contract. Failure by Developer to provide such written notice within said timeframe shall cause the District Engineer to transmit a written demand to Developer that such notice be provided. Should Developer fail to respond to the District Engineer's written request within five (5) calendar

- days of receipt of such request, Developer is deemed to have determined that the Developer Items of Work are in substantial compliance with the Construction Contract.
- 5.2 Substantial Compliance. If Developer's notice is that the Developer Items of Work are in substantial compliance (or if Developer fails to provide notice as provided in subsection 5.1), then Developer shall be deemed to have accepted the Developer Items of Work except as to defects not then readily discoverable. Developer shall then remit its payment to the District within five (5) business days of the notice of substantial compliance. Immediately upon receipt of funds from Developer, the District shall pay the Contractor. Subsequent to Developer's giving such notice of such substantial compliance and the making of Final Payment by the District, Developer agrees that it shall have no claim against the District with respect to any Developer Items of Work performed by the Contractor, the only obligation of the District being to enforce the terms of the Construction Contract.
- 5.3 *Non-Compliance.* In the event Developer's notice is that Developer Items of Work are not in substantial compliance with the Construction Contract, then within ten (10) days of the District's receipt of such notice (provided such notice reasonably identifies the non-complying Developer Items of Work), the District shall proceed promptly to enforce the terms of the Construction Contract as it applies to completion and correction of the Developer Items of Work. In the event the District disputes Developer's notice of non-compliance, notice of such dispute shall be provided to Developer by the District within five (5) business days of the District's receipt of such notice of non-compliance. In such event, within five (5) business days, the Engineer shall request the Florida Board of Engineers select a qualified independent third party engineer to review the Developer Items of Work subject to Developer's notice of non-compliance. The Parties agree to and shall be bound by the determination of substantial compliance or non-compliance as determined by the independent third party engineer. The fees and costs of the independent third party engineer shall be equally divided between the requesting Party and the District.
- 5.4 Enforcement Costs. To the extent such costs are not reimbursed by the Contractor, Developer shall reimburse the District for any costs (as determined by the Engineer) incurred by the District arising out of the District's efforts to enforce the terms of the Construction Contract as it applies to the Developer Items of Work, provided that the defective Developer Items of Work that is the subject of enforcement is not caused in whole or in part or contributed to by the actions of the District or its Engineer. Any dispute as to costs to be reimbursed by Developer pursuant to this subsection 5.4 shall be resolved in accordance with Section 3.3, above.

- 5.5. Final Payment. "Final Payment" shall be defined as the final payment made to the Contractor by the District after the Contractor has satisfactorily completed all corrections identified in the Final Inspection, as provided in the Construction Contract.
- **6. CONSTRUCTION CONTRACT AND PLANS.** The District shall be responsible for ensuring that the improvements to be constructed pursuant to the Construction Contract are constructed in substantial compliance with the plans and specifications set out in the Construction Contract and in a timely manner.
  - 6.1 Defective Work. The District shall not accept defective Work pursuant to the provisions of the Construction Contract with respect to the Developer Items of Work without the written consent of Developer.
  - 6.2 Entitlement to Credits. In the event the Developer gives written consent in accordance with Section 6.1, Developer shall be entitled to receive the benefit of any credits with respect to the Developer Items of Work as determined in accordance with the Construction Contract.
  - 6.3 Record Drawings. Upon request, the District shall furnish Developer, free of charge, one copy of available drawings, plans, specifications, addenda, change orders and other modifications marked currently to record all changes and selections made during construction (the "Record Drawings"). The Record Drawings shall be delivered to Developer upon Final Completion of the Work.

#### 7. INSURANCE AND WAIVER OF SUBROGATION.

7.1 *Insurance*. The District shall ensure that the policies of insurance required under the Construction Contract include the interest of Developer, or its designee, as additional or named insured. To the extent that there is any additional cost associated with listing Developer as an additional or named insured under the policies of insurance required to be purchased and maintained by the Contractor in accordance with the Construction Contract, Developer will pay those additional costs. Developer will make such payment within fifteen (15) days of receiving notice of such additional costs from the District. The District shall ensure that such insurance remains in full force and effect during construction of the Project and thereafter as provided in said policies. The intent is that Developer, or its designee, be provided the same protections in said policies as that accorded to the District. Adjustment and settlement of any loss with the insurers shall be conducted by the District, as trustee, and the District shall account to Developer for the proceeds of such insurance that is applicable to the Developer Items of Work.

- 7.2. Waiver of Subrogation. The District and Developer waive all rights against each other and any of their agents and employees, each of the other, for all losses and damages caused by any of the perils covered by the policies of insurance obtained pursuant to the Construction Contract, except such rights as they have to proceeds of such insurance held by either the District or the Contractor pursuant to the Construction Contract.
- **8. LICENSE.** Developer hereby grants the District and the District's agents a temporary license to enter property owned by Developer, if any, to construct, inspect and administer the improvements required under the Construction Contract. The District's license to enter Developer's property, as provided herein, shall expire upon Final Completion of the Work or upon the making of Final Payment to the Contractor, whichever last occurs.
- 9. OBLIGATIONS OF DEVELOPER. It is the intent of the Parties that Developer's participation in the cost of the Project is not as Owner (as such term is defined in the Construction Contract) or as a party to the Construction Contract and that Developer shall incur no liability or obligation to third parties, including the Contractor, by entering into this Agreement. Developer hereby contractually obligate itself to provide any and all notices which may be required of the District pursuant to any applicable permits, obtained by Developer for the Project, from a governmental entity, whether local, state or federal. The District does hereby agree to provide written notice to Developer of such notices as the necessity for the notices arises. Developer agrees to defend and hold harmless the District and its officers and agents from and against all liability, claims, actions, suits or demands by any person, corporation or other entity arising out administration of the Developer Items of Work portion of the Construction Contract or as are otherwise related to the Developer Items of Work.
- 10. ENGINEER'S DUTIES. The District shall be responsible to ensure that the Engineer performs the duties placed upon it by the terms of this Agreement.
- 11. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the predominantly prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.
- 12. **DEFAULTS.** Failure by either party to perform each and every one of its obligations hereunder shall be a default, entitling either party to pursue whatever remedies are available to it under Florida law. Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults and fifteen (15) days to cure other defaults.
- 13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the cost sharing for construction of the Project. Terms used in this Agreement which are specifically defined in the Construction Contract shall have the meanings designated in the Construction Contract, unless otherwise indicated in this Agreement.

- 14. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement, other than those necessary to reflect a modification to the Construction Contract pursuant to a Change Order issued in accordance with the Construction Contract, may be made only by an instrument in writing executed by both of the Parties hereto. Any modification to the Construction Contract resulting from a Change Order shall serve to amend this Agreement accordingly. Any Change Orders that result in the modification of this Agreement shall be attached to Exhibit A for recordkeeping purposes.
- 15. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.
- 16. NOTICES. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the Parties, as follows:

If to Developer: Palm Coast Intracoastal, LLC

3129 Springbank Lane Charlotte, NC, 28226

If to District: Gardens at Hammock Beach

Community Development District

c/o Governmental Management Services – Central

Florida, LLC.

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

With a copy to: Chiumento Law P.L.L.C.

145 City Place, Suite 301 Palm Coast, FL 32164

Attn: Michael D. Chiumento III, Esq.

Tel: (386) 445-8900

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Developer may deliver Notice on behalf of the District and Developer. 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.

- 17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties hereto 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 or give the Contractor or 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.
- **18. EFFECTIVE DATE.** This Agreement shall be effective as of the date first set forth above.
- 19. APPLICABLE LAW AND VENUE. This Agreement shall be construed, interpreted and controlled by the laws of the State of Florida. Subject to the provisions of Section 3.3, above, venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in Flagler County, Florida.
- **20. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Florida law.
- 21. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.
- **22. SOVEREIGN IMMUNITY.** Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.
- 23. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.
- **24. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

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

Attest:	Gardens at Hammock Beach Community Development District
Secretary/Assistant Secretary	Clint Smith, Chairman, Board of Supervisors
Print Name	
	Palm Coast Intracoastal, LLC, a Florida limited liability company
Witness	By:

**Cost Share Exhibit A:** Developer Items of Work

#### COST SHARE EXHIBIT A

#### Developer Items of Work

The construction of miscellaneous items, erosion and pollution control, earthwork on site, roadway installation, curb installation, traffic striping and signing, installation of potable water utilities, installation of sanitary sewer utilities, installation of reclaimed water utilities, installation of stormwater drainage systems, and restoration of land to vegetative state all on property located in what is commonly known as Veranda Bay Phase 2, and more particularly described as follows:

#### PHASE 2

A PORTION OF SECTIONS 13 AND 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF JOHN ANDERSON HIGHWAY (STATE ROAD 201 AND A 100 FOOT RIGHT OF WAY) AND THE NORTH LINE OF SAID SECTION 38; THENCE SOUTH 18\*1014\* EAST ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 331.23 FEET; THENCE NORTH 71\*49\*46\* EAST, A DEPARTING FROM SAID RIGHT OF WAY LINE, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 71\*49\*46\* EAST, A DISTANCE OF 370.00 FEET; THENCE NORTH 18\*1014\* WEST, A DISTANCE OF 25.00 FEET; THENCE NORTH 71\*49\*46\* EAST, A DISTANCE OF 52.00 FEET; THENCE NORTH 18\*1014\* WEST, A DISTANCE OF 20.01 FEET TO THE POINT OF CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 25.00 FEET; THENCE NORTH 18\*1014\* WEST, A DISTANCE OF 20.01 FEET TO HORN THE POINT OF CURVE OF A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGE OF 113:2145, THENCE NORTH 18\*1014\* EAST, A DISTANCE OF 5.03 FEET TO A POINT ON SAID CURVE; THENCE NORTH 71\*49\*46\* EAST, A DISTANCE OF 10.50 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 809.39 FEET; THENCE SOUTH 01\*32.26\* WEST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 01\*32.26\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 10\*32.26\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\*1014\* EAST, A DISTANCE OF 140.00 FEET; THENCE SOUTH 18\* A PORTION OF SECTIONS 13 AND 38, TOWNSHIP 12 SOUTH, RANGE 31 EAST, FLAGLER COUNTY, FLORIDA, AND BEING MORE PARTICULARLY

#### Together with

PAGE 20
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CONTAINING 16.91 ACRES, MORE OR LESS.

Category	Paid to Date	Total Contract Value
Misc. Bid Items		
Mobilization	\$0.00	\$16,162.00
Survey layout & as-builts	\$0.00	\$144,631.00
Testing & finalization	\$0.00	\$42,943.00
Sub-Total		\$203,736.00
Erosion and Pollution Control		
Silt fence	\$0.00	\$23,825.10
SWPPP	\$0.00	\$14,528.00
NOI	\$0.00	\$551.25
Construction entrance	\$0.00	\$7,412.00
Total Erosion and Pollution Control		\$46,316.35
Earthwork On Site		
General Balance & Rough Grade	\$0.00	\$592,118.34
Excavate Ponds	\$0.00	\$271,139.21
Total Earthwork On site	\$0.00	\$863,257.55
Paving Base & Subbase		<u> </u>
Asphalt 1.5" SP 12.5	\$0.00	\$262,997.49
6" Base	\$0.00	\$386,470.49
6" Stabilized Subbase	\$0.00	\$162,508.89
Asphalt 1" SP 9.5 Offsite	\$0.00	\$57,515.08
Asphalt 2" SP 9.5 Offsite	\$0.00	\$78,365.28
12" Base	\$0.00	\$111,607.58
14" Stabilized Subbase	\$0.00	\$48,447.57
1" Mill & Overlay	\$0.00	\$130,112.00
Total Paving Base & Subbase		\$1,238,024.38
Concrete On Site		
Miami Curb	\$0.00	\$273,190.32
Type F Curb	\$0.00	\$51,857.01
Inlet Aprons	\$0.00	\$32,300.00
ADA Ramp with Detectable Mat	\$0.00	\$29,556.00
6" Sidewalks Onsite	\$0.00	\$153,616.76
6" Sidewalk Offsite	\$0.00	\$191,691.66
Total Concrete On Site	\$0.00	\$732,211.75

Traffic Striping & Signage		
Traffic Stripping & Signage	\$0.00	\$15,972.00
Total Traffic Striping & Signage		\$15,972.00
Sanitary Sewer System		
10" PVC mains SDR-26		
0-6' Deep	\$0.00	\$45,120.00
6-8' Deep	\$0.00	\$61,218.00
8-10' Deep	\$0.00	\$60,696.00
10-12' Deep	\$0.00	\$97,352.00
12-14' Deep	\$0.00	\$87,282.00
14-16' Deep	\$0.00	\$93,940.00
8" PVC MAINS SDR-26		
0-6' Deep	\$0.00	\$2,574.00
6-8' Deep	\$0.00	\$29,214.00
VIDEO INSPECTION		
Main	\$0.00	\$37,280.60
Laterals	\$0.00	\$9,920.00
Sanitary Sewer Service	\$0.00	\$138,880.00
Precast Manholes		
0-6' Deep	\$0.00	\$11,340.00
6-8' Deep	\$0.00	\$23,760.00
8-10' Deep	\$0.00	\$42,720.00
10-12' Deep	\$0.00	\$28,020.00
12-14' Deep	\$0.00	\$24,720.00
14-16' Deep	\$0.00	\$78,520.00
Lift Station	\$0.00	\$430,900.00
Force Main		
6" PVC DR-18	\$0.00	\$29,440.00
6" Gate Valves	\$0.00	\$3,860.00
Connect to Existing	\$0.00	\$10,300.00
Restrained Joint fittings	\$0.00	11,300.00
Flush & test pipe	\$0.00	\$1,270.00
Total Sanitary Sewer System		\$1,359,626.60

Storm Drainage System		
Pipe		
15" RCP	\$0.00	\$8,906.00
18" RCP	\$0.00	\$181,492.00
24" RCP	\$0.00	\$117,688.00
Structures		
'Type C Inlet	\$0.00	\$124,800.00
Type C Inlet J Bottom	\$0.00	\$20,100.00
Type E Inlet	\$0.00	\$39,900.00
Control Structure	\$0.00	\$12,630.00
60" Junction Manhole	\$0.00	\$16,980.00
18" MES	\$0.00	\$27,000.00
24" MES	\$0.00	\$56,970.00
Overflow Weir	\$0.00	\$18,920.00
Total Storm Drainage System	\$0.00	\$616,480.00
Water Distribution System		
Potable Watermain		
12" HOPE Direction Drill	\$0.00	\$23,520.00
Connect to Existing 12" WM	\$0.00	\$11,970.00
10" PVC DR-1B	\$0.00	\$71,675.00
8" PVC DR-18	\$0.00	\$268,500.00
10" Gate Valve	\$0.00	\$17,680.00
8" Gate valve	\$0.00	\$35,760.00
Fire Hydrant & Valve	\$0.00	\$85,440.00
Fittings	\$0.00	\$30,000.00
2" Blowoff Assembly	\$0.00	\$13,080.00
Potable Water Service		
1" Single Service Long Side	\$0.00	\$74,930.00
1" Single Service Short Side	\$0.00	\$64,350.00
Flush, Test & Chlorinate	\$0.00	\$6,400.00
Total Water Distribution System		\$703,305.00
Reuse Distribution System		
Reuse Mains		

Connect to Existing 10" Reuse	\$0.00	\$8,400.00
12" PVC DR-18	\$0.00	\$172,800.00
12" Gate Valve	\$0.00	\$14,910.00
8" PVC DR-18	\$0.00	\$272,160.00
B" Gate Valve	\$0.00	\$35,760.00
Fittings	\$0.00	\$34,940.00
2" Blowoff Assembly	\$0.00	\$15,260.00
Reuse Service		
1" Single Service Long Side	\$0.00	\$74,820.00
1" Single Service Short Side	\$0.00	\$65,340.00
Flush & Test Pipe	\$0.00	\$4,400.00
Total Reuse Distribution System		\$698,790.00
Restoration		
Seed & Mulch	\$0.00	\$96,381.84
Sod Project Slopes	\$0.00	\$282,895.20
Sod Offsite Reuse	\$0.00	\$27,972.00
Total Restoration		\$407,249.04
Contract Total	\$0.00	\$6,884,968.67

## SECTION V

Vendor Name	PHASE 1 TOTAL	PHASE 3 TOTAL	GRAND TOTAL
UNITED LAND	\$39,247	\$9,811	\$49,058
SCOTTISH BOYS	\$71,200	\$24,800.00	\$96,000
YELLOWSTONE	\$62,344.00	\$12,536.00	\$74,880
VERDEGO	\$40,850.00	\$19,740.00	\$60,590

Vendor Name	MULCH CUBIC YARD INSTALLED	SOD PER SQ. FT INSTALLED
UNITED LAND	\$65.00	\$1.50
SCOTTISH BOYS	\$75.00	\$0.55
YELLOWSTONE	\$59.00	\$0.52
VERDEGO	\$65.00	\$2.25

## SECTION A

### Backgound Information William "Bill" Ferguson and Scottish Boys II

I have been the owner and operator of Scottish Boys II, a landscape maintenance company based in Flagler County since 1991, and a resident since 1971. My knowledge of the area's climate and soil conditions, together with 33 years in the landscape maintenance business, have provided me with extensive experience in lawn, tree, and shrubbery maintenance, as well as irrigation inspection and repair services. I also have a background in pest control which comes in handy so that I am able to recognize and have any pest, weed or fungus problems treated before they get out of control. I pride myself on work quality and dedication to my customers by working side-by-side everyday with my crew on our jobsites. I believe that my work ethic and quality of service are reflected in the length of time that I have provided exclusive landscape maintenance services to the majority of the properties listed in my below service references. Scottish Boys II might be a small company, but we are an effective one.

#### **Service References for Scottish Boys II**

#### **Hudson Tool & Die**

Industrial complex located on US-1 in Ormond Beach.

Exclusive landscape maintenance provider for 33 years.

Contact: Derek, Maintenance Manager – Phone (386) 676-2000

#### **Palm Coast Corners**

Retail shopping center located on Palm Coast Parkway in Palm Coast.

Exclusive landscape and property maintenance provider for 30 years.

Contact: Jeri Dugan, Property Manager, United Corners in Atlanta, Georgia – Phone (404) 231-0579

#### **Ocean House**

Condominium complex located on A1A in Ormond Beach.

Exclusive landscape maintenance provider for 30 years.

Contact: Larry, President of the Homeowner's Association – Phone (843) 830-5632

#### Pebble Beach Village

70—unit residential community located on South 28<sup>th</sup> street in Flagler Beach.

Exclusive landscape maintenance provider for 25 years.

Contacts: Ed Freeze, President of the Homeowner's Association – Phone (561) 767-0906

Katie Almeida, Portfolio Manager, Vesta Property Services – Phone (386) 439-0134, ext. 707

#### Marina del Palma

Residential community located on Harbor View Drive in Palm Coast.

Exclusive landscape maintenance provider for 5 years.

<u>Contacts</u>: Ken Belshe, Vice President of the Master Association – Phone (386) 931-0125

Eugene Hauffler, Property Manager, May Management Services, Inc. – Phone (386) 446-0085, extension 513

#### Veranda Bay

Residential community located on Buena Vista Boulevard in Flagler Beach.

Exclusive landscape maintenance provider for 1 year.

Contact: Ken Belshe, President of the Master Association – Phone (386) 931-0125

#### SCOTTISH BOYS II - Price Form

TASK	Phase1	Phase 3	
Turf Care	Annual Maintenance Cost	Annual Maintenance Cost	
Mowing/Edging/Trimming	\$38,000.00	\$24,000.00	
Weed/Disease Control	\$6,000.00		
Fertilization	\$4,000.00		
Pest Control	\$6,000.00		
pH Adjustment	\$1,200.00	\$600.00	
0 1 0			
Shrubs/Groundcover Care	Annual Maintenance Cost	Annual Maintenance Cost	
Pruning	\$1,000.00	N/A	
Weed Control	\$1,400.00	N/A	
Fertilization	\$1,500.00	N/A	
Pest/Disease Control	\$600.00	N/A	
Mulching	\$1,000.00	N/A	
pH Adjustment	\$400.00	N/A	
Tree Care	Annual Maintenance Cost	Annual Maintenance Cost	
Pruning	\$2,000.00	N/A	
Fertilzation	\$1,000.00	N/A	
Pest Control	\$500.00	N/A	
Mulching	\$1,200.00	N/A	
pH Adjustment	\$400.00	N/A	
Irrigation System Monitoring	Annual Maintenance Cost	Annual Maintenance Cost	
Monitoring	\$4,200.00	N/A	
Adjustments/Cleanings			
Litter Removal	Annual Maintenance Cost	Annual Maintenance Cost	
	\$800.00	\$200.00	
	<del>-</del>	<u> </u>	Dhara 4 0 Dhara 2 Taba
Total	\$71,200.00	\$24,800.00	Phase 1 & Phase 3 Tota \$96,000.00
Misc. Items			
Mulch - Price per cubic yard installed	\$75.00		
Sod - Price per sq. foot installed	\$0.55		

#### Notes:

Refer to the scope of services for the specific description and frequency of the services to be provided.

## SECTION B

Uniting partners through exceptional landscape services



# UNITED Land Services

**Gardens at Hammock Beach CDD** 



## Gardens at Hammock Beach CDD

## Proposal For Landscape & Irrigation Maintenance

September 2024
Pricing Valid for 90 Days Upon Receipt



September 5, 2024

## Gardens at Hammock Beach CDD c/o GMS

**RE: Landscape Maintenance & Irrigation Proposal** 

Dear Jeremy,

Thank you for considering United Land Services as your landscape maintenance service provider. We sincerely appreciate every opportunity presented to build a lasting relationship with our clients. Our proposal has been uniquely crafted to address your community's specific needs and expectations. We call this your Community Road Map  $^{TM}$  because it was designed to illustrate the steps to take your community from its current state to one your residents will be proud of for years to come.

Included in your *Community Road Map*™ you will find the following sections:

- Company History: Information about our company's experience, capabilities and core values.
- **Development Strategy:** Our transition plan includes the actions we will take in the first 30/60/90 days of service to improve both your specific areas of concern and items we have noted during our inspection that will provide an immediate impact to the appearance of the property.
- **Scope of Services Summary:** This section outlines our scope of services, derived from industry established Best Management Practices and our years of experience in the field.
- Agreement & Investment: Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please do not hesitate to contact me at any time. I am always available to provide solutions and discuss any aspect of property's needs directly.

Sincerely,

Chris Marquess
Client Relations and Business Development cmarquess@unitedlandservices.com



## Company History, Experience & Services



# Company History

#### Field Support Office

12276 San Jose Blvd Jacksonville, FL 32223 (904) 829-9255

#### **Total Number of Employees**

1500 +

#### **Our History**

#### How It All Started

The Company was founded by Bob Bland-

ford in 2001 as United Landscapes, a name that has come to be synonymous with best-in-class landscape design, installation and maintenance services across the Jacksonville and St. Johns County area. Today, the Company has over 1500 employees working daily with hundreds of commercial customers throughout Florida. Each location is capable of independently managing and enhancing a variety of complex landscape projects.

#### Services Offered & Approach

At United Land Services, we meet the highly specific needs of our clients by offering a comprehensive selection of services — from the design to the installation to the ongoing maintenance. Our landscape service divisions are equipped to handle a wide variety of properties, including masterplan communities, condominiums, golf clubs, office complexes, retail establishments and resorts. We perform these services with your distinct needs at the forefront of everything we do. We are local owners and operators committed to delivering excellent service at the highest levels of quality and craftsmanship.

United Land Services takes a proactive approach when it comes to the landscape. We become trusted partners for all your landscape needs while providing quality landscapes in line with University of Florida Best Management Practices.

#### Additional Areas Served

Alabama

Montgomery

Florida

Central Florida

Ocala

Ft. Peirce

Fernandina Beach

Tampa

Bradenton

lacksonville,

Ft. Lauderdale

Panama City

West Palm

North Carolina

Greensboro

Charlotte

Raleigh

South Carolina

Myrtle Beach

Georgia

Savannah

Atlanta











# **Products & Services**

### We Are Your All-Inclusive Service Provider



#### Landscape Maintenance

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



#### **Outdoor Lighting**

Landscape lighting can increase your property's safety, make it easier to navigate, and allow clients, residents, and guests to enjoy it late into the evening.



#### **Commercial Installation**

We provide large scale Commercial Landscape and Irrigation Installation at the highest level. From initial design through value engineering and buildout.



**Sod Installation** 

United takes your lawns from withering to wonderful. We offer expert sod-laying and seeding services as well as over-seeding to thicken up your turf.



#### **Landscape Design**

The design and planning phase is critical to a successful project. Our design team offers complete landscape architecture services that ensure a seamless process and a beautiful final product.



#### **Irrigation Systems**

Enjoy lush lawns, healthy trees and gardens for the entire growing season, without having to lift a finger.



#### **Hardscapes**

Our crews will arrive on schedule, work on your property conscientiously and respectfully, and always leave your landscape looking beautiful and tidy.



#### **Driveways & Entranceways**

Welcome clients, customers, residents and guests to your property with a well-kept and attractive entrance.



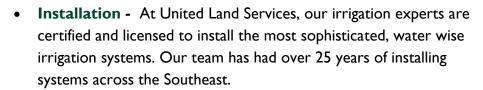
# Irrigation Experts

**Your Team of Certified & Licensed Specialists** 











 Maintenance - Monthly irrigation inspections and adjustments keep your system performing effectively and efficiently. United Land Services conducts routine wet checks with monthly reports to ensure proper coverage is being maintained to protect your investment.



 Improvements - Whether you have an old or new irrigation system, you can trust United Land Services to conduct a full audit and clearly communicate any deficiencies found to be repaired.
 Our team is ready to serve you.



# **Agronomics Program**

**Certified Pest Control Operators** 









### Fertilization, Pest Control & Agronomy Management

- **Fertilization** We understand the importance of curb appeal. We also understand that investing in the correct agronomics plan is an investment in your community. United Land Services takes pride in operating the fertilization and pest control throughout the Southeast
- Pest Control United Land Services has developed a reputation for creating and maintaining thriving landscape environments for the Southeast's most demanding clients.
- Agronomy Management We have a catered approach to all of our property's because not one size fits all. Our certified pest control specialists will customize an integrated plan to keep your community flourishing.



# Hurricane Preparedness

### **Plan of Action**

United Land Services is able and ready to handle any and all necessary storm cleanup related work. We address the cleanup & remediation process in a three phase approach to get customers back online quickly.

#### Phase I

- Phase 1 to begin immediately following the storm once safe and legal for our team to do so. Our main goal is to create as safe an environment as possible.
- Clear main entrances of any obstructions inhibiting traffic.
- Clear secondary roadways of any obstructions inhibiting traffic.
- Clear parking areas located at common areas and common area structures.
- Clear sidewalks, walking paths and thorough- fares in common areas

#### Phase 2

- Assessment of total clean-up needed and associated total costs of Phases
   1-3.
- Removal of any debris generated and stock- piled from Phase 1 upon approval.
- Clearing and removal of debris from common
- Area parks, dog parks and playgrounds upon approval.

#### Phase 3

- Clear and remove debris from turf and landscape areas.
- Post storm tree work to remove "hangers",





# **Prioritizing Safety**

### **Minimizing Risks**

With safety as our top priority, United Land Services continually updates its trainings, communications, and assessments to ensure that team members are prepared to perform their jobs with minimal risk to themselves or others.

Our dedicated safety officers conduct regular inspections to ensure employees maintain professional behavior and remain alert to all potential hazards.

- Strict Compliance to OSHA Regulations
- Dedicated Safety Officers
- Weekly Safety Meetings
- Annual Safety Rodeo with Industry Safety Experts
- Personal Protection
   Equipment Requirements
- Ongoing MVR Tracking and Reporting
- Post Accident Drug Testing















# Vehicle Safety

### **Minimizing Risks**

#### ONBOARDING SAFETY TRAINING

Safety starts the moment a team member is hired with a comprehensive training on proper vehicle, equipment and operational training. Our goal is to ensure the crew and public are safe from leaving the branch, parking the vehicle to driving through a community. United Land equips our fleet and crews with the proper attire, markers and equipment to redirect traffic in safe manner so a job can be completed safely.





#### **SOFTWARE MONITORING SYSTEMS:**

Along with visual inspection, there are software system United Land has established to ensure the safety of our team and the public.

- Our ongoing MVR tracking and reporting application to review driver eligibility using a point system.
- Our GPS Monitoring Program allows our safety and fleet team to monitor speed and

#### DAILY VEHICLE INSPECTION:

A daily vehicle inspection is completed each morning to identify items that could pose risk to our employees and the general public. This inspection is then completed again upon return to the branch to ensure each vehicle and trailer are safe while on the road.

Truck / Trailer - Inspection & Repair S						Ø.ID.EFF
Camión / Remolque - Inspección & Ho	oja de rep	uració	in a			OUNITE
DENK.		_		Orbit		-
Truck / Camion	Track 6		Channe Tag #		Moope	
			Commer rage.			
	ow	Asset			Comment	
Tires. Good read, and no lease		-				
Cartal or Juneau conditions Share & Tonamagor condition	_	_	_			
Engine E Transmission-operating just Meter & teaminism trabajands comectaments						
	_	_	_			
Chequeer el motor (x liquidos)						
Puer, Contact & Cit Leafe						
Casolina, Cooler & Miscoon de acerte Natio & Frincis	_	_				
Selts & Poses Stangueras & Correas						
Segue a Coreas	_	-	_			
freeze			1			
ight.						
Cucke	$\perp$					
reum, Gauges & Continue doctres, meditores & controles						
Storie, reditions & controls Steeling	_	-	_			
Consists						
Windshoot, Wales & Minors	_	-				
pera brisso é espejos						
AC & Definite waters correctly						
A/C & Exitodar tradigando correctamente	_	_				
CHILDREN OF ANNUATING						
Pris Calculator & Prist Agency	_	-				
ORW .						
deo		_				
Trailer	THREE		Citimos Tag II.			
		Absolu				
PER HOUSE OUT & THE HORSE IS MEANED	OK	Depar			Comment	
	_	-				
Safety share in-good condition, secured and crossed						
Cadenas de seguntad en buenas conditiones y segunas femma 6. Pluca attached and in assot condition	_	_	_			
Terring & Progs. attached and in good condition Cables & Ropones adjustry on busines conditiones						
	-	-				
Brakes, Dignal & Prate lights working						
Prents, preside & store transpared Tree, Good treet, and no leads	_	_	_			
THE GOOD THAT, STORE WAS						
Carda et Avena conditions Wedit & even 10000 Of Tales	_	-	_			
COSC II GROUPE						
La carge ests assignade Piece à Gale in good condition	$\perp$	_				
Poor & Gate in good-condition Ploc & gate en duenas condiciones						
Plac 8 gate or overall conditioned Doors or gates secured and locked	_	-	_			
			I			
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# Exclusive Partnership













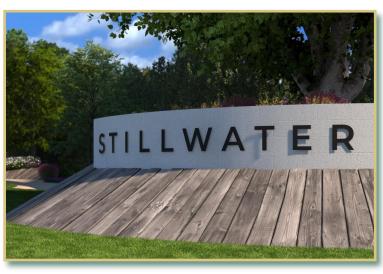
# Exclusive Partnership











### **United Land Services References**

**Property: Country Club at Champions Gate** 

Name: Stephanie Taylor

Email: Stephanie.taylor@fsresidential.com

Address: 8977 Dove Valley Way Four Corners, FI 33896

Service: Maintenance free community consisting of 995

homes servicing the landscape maintenance, irrigation and

Agronomics.



Property: Bridgewater at Viera HOA

Name: Chris Parkhurst

Email: <u>cparkhurst@lelandmanagement.com</u>

Address: Great Belt Circle Melbourne, Fl 32940

Service: Landscape maintenance and irrigation for all

common areas



**Property:** Town of Kindred

Name: Paul Almonte

Contact: palmonte@artemislifestyles.com

Address: 1508 Park Side Ave Kissimmee, FL 32738

Service: Landscape Maintenance, Irrigation and agronomics for all

common areas



Name: Swan and Dolphin Resort at Walt Disney

Name: Eric Oprion—COO

Email: eopron@tishman.com

Service: Landscape maintenance and irrigation for all common areas



**Property: Heathrow Master** 

Name: Deanna Simms—Asst. Division Manager

Email: dsimms@sentrymgt.com

Value: 550,000

Address: 995 Heathrow Blvd Heathrow, Florida 32746

Service: Landscape maintenance and irrigation for all

common areas and roadways.



#### **Property: Harmony West CDD and HOA**

Name: Shelley Kaercher

Email: <u>shelleykaercher@forestar.com</u>

Address: 6756 Alder Rd, St Cloud, FL 34773

Service: Landscape maintenance, irrigation and agronomics

irrigation for the CDD and HOA Clubhouse.



### **Property: Celebration CDD**

Name: Angel Montagna

Email: <u>Angel.Montagna@inframark.com</u>

Address: 313 Campus Street Celebration, Fl 34747

Service: Landscape maintenance and irrigation for common area































# CONDEV

April 23, 2024

To whom it may concern:

We are pleased to write this letter on behalf of the team at United Land Services. Our company has been working closely with United on several development projects both on the new landscape installation and maintenance fronts with great results.

United's responsiveness and attention to detail set them apart in the industry and have been a welcome addition to our development process. We now include United very early in the process when contemplating landscape design for new projects. We have found this very beneficial.

We highly recommend United Land Services when considering a dedicated landscape installation and maintenance team.

If we can provide any further information regarding our experience with United Land Services, please do not hesitate to contact us.

Regards,

**CONDEV COMPANIES** 

Christopher J. Gardner

President



210 N University Drive; Suite 702 Coral Springs, Florida 33071 954-603-0033

To whom it may concern,

April 18, 2024

I am writing to provide information on our working relationship on behalf of Inframark for United Land Services. Inframark has been working closely with United on several of our accounts, and we have consistently experienced their professionalism and exceptional responsiveness.

Whenever issues arise, United Land Services has shown great proficiency in handling them efficiently and effectively. Their prompt and thorough approach to problem-solving has been instrumental in maintaining the smooth operation of our projects.

Working with United Land Services has been a pleasure for the Inframark teams. Their commitment to delivering high-quality services and their dedication to customer satisfaction have greatly contributed to our successful partnership.

We highly recommend United Land Services for any future collaborations and can assure you that their expertise and professionalism will be a valuable asset to your organization.

Should you require any further information or have any specific inquiries, please do not hesitate to contact me.

Angel Montagna

Vide President of District Services

Inframark

#### To Whom it May Concern:

I am writing to wholeheartedly recommend United Land Services for any landscaping projects you may be considering. As the Property Manager for Waterleigh Phase 4 Single Family & Townhome HOA's, I have had the pleasure of working closely with United Land Services on multiple occasions, and I can confidently attest to their exceptional professionalism, expertise, and commitment to excellence.

One example of their commitment to excellence is, when a homeowner called at 7AM on a non-maintenance day with a broken mail line, United's Team displayed remarkable efficiency and professionalism. Within just two hours of the call, they were onsite and swiftly completed the necessary repairs. Their prompt response not only prevented further damage but also minimized inconvenience for the homeowner. Such dedication and commitment to customer service are truly commendable and reflect positively on United's reputation.

Moreover, United Land Services consistently demonstrates a genuine passion for their craft, evident in every aspect of their work. Their dedication to customer satisfaction is unparalleled, and they go above and beyond to ensure that their clients' visions are not only realized but exceeded.

In addition to their technical skills the team at United Land Services is a pleasure to work with. They are approachable, responsive, and collaborative, making the entire process smooth from start to finish.

Based on my experiences, I have complete confidence in United Land Services' ability to deliver outstanding results on any landscaping project they undertake. Their professionalism, creativity, and commitment to excellence make them a truly exceptional partner.

If you have any further questions or require additional information, please do not hesitate to contact me. I am more than happy to provide any assistance I can.

I am certain that you will be as impressed with their work as I have been.

Sincerely,

Heather Burch, LCAM Property Manager Access Management 16150 Pebble Bluff Loop Winter Garden, FL 34787

E: hburch@accessdifference.com P: 407-605-5588



352.331.9988 5950 NW 1st Place Suite 160 Gainesville, FL 32607 VestaPropertyServices.com

#### To Whom It May Concern:

I am pleased to offer the following comments regarding United Land Services. United Land Services is contracted to provide lawn and landscape services for the Longleaf Homeowners Association located in Gainesville, Florida.

Company services were initiated on January 1, 2024, and services continue to the present time. The transition to United Land Services from our former provider was better than anticipated. Such transitions may be a challenge however United Land Services' direct communications made the process easier.

United Land Services' management team continues to meet with the HOA Board President and myself monthly to ensure the proper delivery of landscape services as well as special projects. The company implemented an on-line work order system known as *issuetrak*. I am optimistic this work order system will provide direct communications between the company and HOA owners.

Please do not hesitate to contact me should you require additional information regarding United Land Services' performance.

Kind Regards,

Jessica Felver

Jessica Felver

C.A.M.

Vesta Property Services 5950 NW 1<sup>st</sup> Place Gainesville, FL 32607 352-331-9988

longleaf@vestapropertyservices.com



# **Key Management and Personnel**

# **Bob Blandford**

### Chief Executive Officer



Bob Blandford leads our team as an accomplished executive with more than 25 years of experience in the landscape industry. Bob believes in our mission, our people, and our products as well as providing the best possible customer service. He is driven to do whatever it takes to be the best partner with the best company culture in the business.

### **Experience**

2019 - Present

#### **United Land Services - Chief Executive Officer**

- Oversee executive leadership, public relations of the company and all company-related training
- Effectively manage a team of more than 450 employees in 8 different locations throughout the Southeast
- Develop and accomplish short-term goals and long-term objectives that further the company's growth

1998 - 2019

#### <u>United Landscapes – Owner</u>

At the age of 16, Bob Blandford started working for a commercial lawn maintenance company servicing customer such as Barnett Bank, TPC Sawgrass, and Jacksonville Golf and Country Club. In 1998, he went into business for himself, performing all facets of commercial construction and maintenance. Over the years, Bob built a company that now employs over 400 employees. They service customers such as HOA, CDD, commercial developers, and ten different national home builders. Bob Blandford also holds a Commercial Building Contractor's License and a Florida Irrigation License.

#### **Licenses & Skills**

- Certified General Contractor
- Certified Pest Control Operator
- Certified Irrigation Contractor
- Certified Dealer In Agriculture
- Leadership & Growth Mindset
- Business Strategy & Planning

#### Contact

I 2276 San Jose Blvd. Ste, 747 Jacksonville, FL 32223 904-829-9255 bblandford@unitedlandservices.com

# Ray Leach

### Chief Operating Officer



Ray Leach is the driving force behind the day-to-day operations. At United Land Services his role includes law and finances, strategic planning, analytical thinking, business development and operations management. His extensive knowledge in the landscape industry has made Ray a successful, demonstrated leader over his 30-year industry tenure.

### **Experience**

#### 2021 - Present

#### **United Land Services – Chief Operating Officer**

- Formulate business strategy with others in the executive team
- Design policies that align with overall strategy
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Oversee expenses and budgeting to help the organization optimize costs and benefits

#### 1994 - 2021

#### **Southern Scapes - President**

- Directing and overseeing an organization's budgetary and financial activities
- Analyzing performance indicators, financial statements and sales reports
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Identifying areas to cut costs while improving programs, performance and policies

#### **Licenses & Skills**

- Certified Irrigation Contractor
- Strategic Planning & Execution
- Personnel Development
- Acquisition Integrations

#### Contact

I 2276 San Jose Blvd. Ste, 747 Jacksonville, FL 32223 904-829-9255 rleach@unitedlandservices.com linkedin.com/in/ray-leach-8bb505174/

# **Donnie Cope**

### Vice President of Operations



Accomplished and goal-driven Vice President with more than 7 years' experience in strategic and tactical business leadership. Expertise includes managing business process change to achieve maximum results with effective planning, organization and communication skills as well as a solutions-oriented approach to problem-solving.

### **Experience**

#### 2015 - Current

#### **United Land Services - VP of Operations**

- Establishes, implements, and communicates the strategic direction of the organizations operations division.
- Collaborates with executive leadership to develop and meet company goals while supplying expertise and guidance on operations projects and systems.
- Collaborates with other divisions and departments to carry out the organization's goals and objectives.
- Identifies, recommends, and implements new processes, technologies, and systems to improve and streamline organizational processes and use of resources and materials.
- Designed and manages Northeast Florida operations with a diverse staff of qualified project managers

#### 2016 - 2020

#### Florida Turf Grass - Owner

Sod sales, installation and grading services for Northeast Florida.

#### 2014 - 2016

#### Outdoor Concepts - Owner

• Landscape design and construction services for Northeast Florida.

#### **Education**

2001 - 2003

# A.A. Business Administration and Management

St. John's Community College

#### Licenses & Skills

- Creativity
- Leadership
- Organization
- Problem solving
- Teamwork

#### Contact

I 2276 San Jose Blvd. Ste, 747
Jacksonville, FL 32223
904-829-9255
dcope@unitedlandservices.com
linkedin.com/in/donnie-cope-69677b20/

# Jason Ackman

### Regional Vice President

Jason has joined the ULS team as the Regional Vice President of Operations, bringing about 30 years of commercial landscape experience and knowledge to the team. Jason has held a variety of roles in the green industry from operations to owner which plays an integral part in the companies goal to continuously improve for our future and current clients. His expertise will prove as an asset as we continue to grow in commercial landscape industry.



### **Experience**

#### 2023 - Present

#### United Land Services - Regional Vice President

- Formulate best practices in the green industry with all branches
- Implement efficient policies and procedures
- Coordinate labor operations and find ways to ensure customer retention
- Evaluate risk and lead quality assurance efforts
- Develop and oversee budgets and PNL
- Drive an ever improving safety culture

#### 2022-2023

#### Benchmark Landscaping - President/ Owner

- Directing and overseeing an organization's budgetary and financial activities
- Analyzing performance indicators, financial statements and sales reports
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Identifying areas to cut costs while improving programs, performance and policies

#### 2021-2022

#### **Greenleaf Landscaping - President**

- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws
- Evaluate risk and lead quality assurance efforts
- Identifying areas to cut costs while improving programs, performance and policies

#### 2017-2021

#### **Vesteco Management – President/Owner of Multifamily Management**

2015-2017

**Yellowstone –** Area Field Director

1996-2017

Ackman Brothers Landscape- President/ Owner

#### **Licenses & Skills**

- Leadership
- Strategic Planning & Execution
- Personnel Development
- Acquisition Integrations

#### Contact

407-435-9554

jackman@unitedlandservices.com

# **Brett Perez**

### Regional Manager of Maintenance



Brett serves as our South Florida Regional Manager of maintenance. He has extensive knowledge in the green industry. Brett brings over 16 years of experience to the table. He takes pride in his attention to detail and customer service, a quality that he instills throughout his entire team. He strives to meet and exceed the needs of every customer, no matter how big or small.

### **Experience**

#### 2023 - Current

#### **United Land Services – Regional Manager**

- Achieving business goals and revenue targets.
- Overseeing daily operations, managing budgets, and setting performance objectives.
- · Recruiting, training, and supporting branch managers
- Developing and implementing best practices in the green industry
- Planning, evaluating, and optimizing operations to be efficient and costeffective.
- Dealing with escalated customer issues and incident reports.

#### 2023-2023

#### Benchmark Landscaping -Chief Operating Officer

- Formulate business strategy with others in the executive team
- Design policies that align with overall strategy
- Implement efficient processes and standards
- Coordinate labor operations and find ways to ensure customer retention
- Ensure compliance with local and state laws

#### 2021-2023

#### **Inframark Management Services -** Area Field Director

- Lead staff by communicating job expectations; planning, monitoring, and appraising job results;
- Design, develop, implement strategic site standards to address the Company's standards and client requirements.
- Instructing field crews on season specific work such as fall pruning, fertilizations, weed treatments, mulching, etc.

#### 2015-2021

#### Yellowstone Landscape -Branch Manager

2013-2015

Austin Outdoor -Branch Manager

2010-2012

# Education

# **B.S.** of Science Turf Science

University of Florida

#### **Licenses & Skills**

- Organization
- Problem solving
- Teamwork
- Leadership

#### Contact

813-784-1162

bperez@unitedlandservices.com

**Buckhorn Springs Golf and Country Club** -Golf Course Superintendent

# Stephen Rossbach

### **Branch Manager**



Stephen has been in the Green Industry for over 9 years. He has worked his was through the industry understanding every aspect of landscape. Stephen takes pride in his attention to detail and customer service, a quality that he instills throughout his entire branch. He strives to meet and exceed the needs of every customer, no matter how big or small.

### **Experience**

#### 2021 - Present

#### **United Land Services – Branch Manager**

- Planning, scheduling, and implementation of all landscape and enhancement operations throughout the branch.
- Quality control, safety, and routine training.
- Client relations and service

#### 2020-2021

#### **Cepra** - Account Manager

- Develops and maintains long-term relationships with customers oversee and coordinate all operations
- Leading, facilitating or assisting in the resolution of customer problems or concerns
- Responsible for setting objectives, managing policies and revenue growth

#### 2016-2021

#### **Brightview Landscape** - Associate Branch Manager

- Sustain and grow existing business
- Staff training and development of account managers and labor
- Improving quality and operating efficiencies.

#### 2013-2016

#### **Pebble Junction-** Inside Sales Associate

- Generate growth in company sales with excellent customer service
- Utilize communication skills through social media outlets aimed at promoting new material, advertising sales and expanding customer base
- Qualified new leads by traveling to various territories

#### **Education**

#### 2014

**B.S. of Interdisciplinary Studies** University of Central Florida

2010

**Associates in Arts Degree** 

Eastern Florida State College

#### **Licenses & Skills**

- Creativity
- Leadership
- Organization
- Teamwork
- Strategic Planning
- Client Resolution

#### Contact

407-515-7251

srossbach@united land services.com



**Development Strategy** 



# Phased Development Strategy

**Best Management Practices** 

This is a custom designed plan using Florida Best Management Practices to exceed your desired look for this property. We have outlined the initial tasks that our Landscape Maintenance teams will perform as we begin our partnership regarding this property.

We have broken the tasks down into distinct phases to cover the first 90 days of this transition. This will provide an easy way to monitor and measure our progress as we formulate our joint strategy for the best results.



Premier Landscape Platform

A Reputation of Excellence



Full-Suite of Services



**Experienced Management Team** 



Relationship-Oriented Service



# Phased Development Strategy

### Plan of Action

### Phase I (Days I-30)

- Meet with Property Manager and Board Committee Members to review our Three Phase Plan and Scope of Work.
- Complete an Irrigation Evaluation of system and report deficiencies and needed corrective actions.
- Establish consistent schedule for mowing, detailing and agronomics and implement accordingly.
- Perform first turf fertilizer application if possible (Blackout Period).
- Identify any areas of concern and concentrate efforts for immediate improvement. (Entrance features, weeding beds, sidewalk edging)
- Spot treat weeds in turf areas where needed.
- Formulate options for turf areas needing restoration.
- Implement weed control program in planting beds.
- Fertilize weak shrubs throughout the property.
- Start insect and disease program on all plant material.
- Evaluate the health of ailing plant material and propose improvement plan.
- Discuss any site-specific enhancement ideas.
- Perform monthly walk with Property Manager and Community Members.





# Phased Development Strategy

### Plan of Action

## Phase 2 & 3 (Days 31-90)

- Examine Phase I results and modify "Plan of Action" if necessary.
- Carry on with Irrigation Inspections and Improvements.
- Carry on with Scheduled Maintenance plan i.e., mowing, blowing, and edging.
- Evaluate need for second turf fertilization dependent on condition and time of year (Blackout period).
- Carry on with weed control applications in both turf and plant beds.
- Evaluate insect and disease program and make necessary adjustments.
- Implement approved site-specific enhancements.
- Perform monthly walk through with Property Manager and continue to identify areas of opportunity or concern.







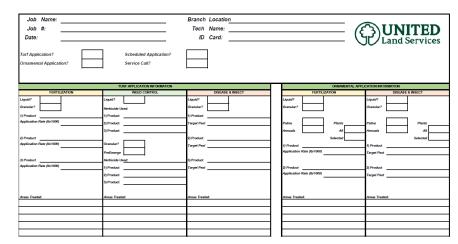


# Closing the Communication Gap

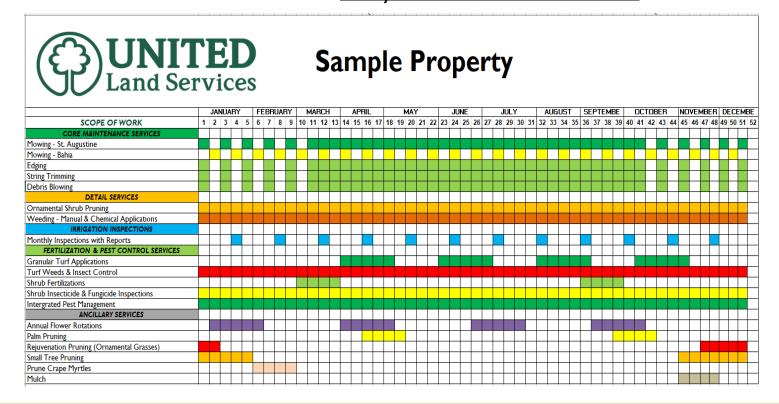
**Alignment, Execution & Building Partnerships** 

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Drip Line Repair
Lateral Line Break .5-1"
Lateral Line 1.5"-
Main Line Repair
Valve Repair / Replacement
Broken Valve Box
Decoder
Solenoid
Valve Inoperable
NEEDED UPGRADES
Opray Head 4 to 6"
Opray Head 6 to 12"
Rotor 4 to 5"
Raise / Lower Head Turf
Raise / Lower Head Shrub Relocate Head or Lateral

### Agronomics and Irrigation Inspection Reports



### Yearly Service Calendar Guideline

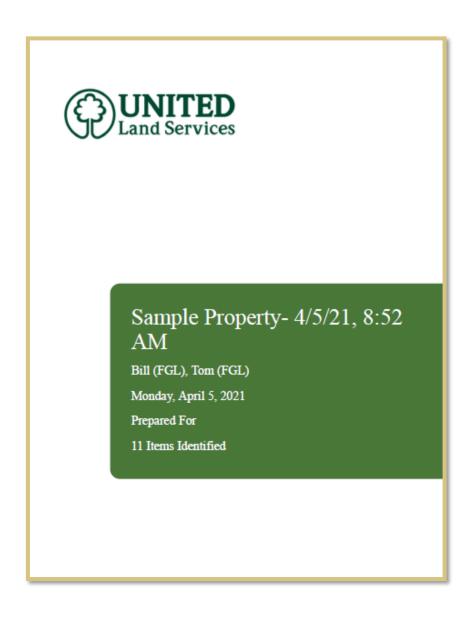




# Closing the Communication Gap

### Alignment, Execution & Building Partnerships

Communication is key to any strong partnership. In an effort to stay connected internally with our team and externally with our partners, our team utilizes Site Audit Pro. The program allows us to send visual communication though pictures along with a detailed explanation of the issue. Site Audit Pro is key in ensuring everyone is on the same page in helping to form the best possible solution.





**SAMPLE** 

# Closing the Communication Gap

### **Alignment, Execution & Building Partnerships**





Issue I
Selectively remove tall stalks on White BOP in a sectional manor.
Removals tagged with orange tape



Issue 2 Remove Mags on Cody Chase



Issue 5 Queen Palm on 46A dead from Ganoderma



Declining Washingtonian on Cody Chase



Issue 6
Possible irrigation issue on Podocarpus along 46A units



Issue 4 Remove staking kit



Issue 7
Replace declining Pittisporum with turf



Issue 8
Proposal for method to attach Jasmine to columns / pergola



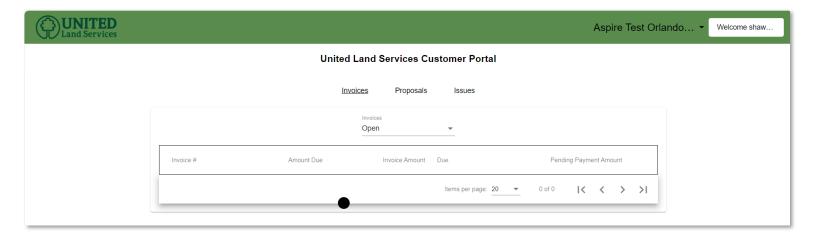
# Work Order Software

### **Accountability, Communication and Productivity**

United Land Services Work Order System Powered by:



United Land Services is dedicated to ensuring our valued partners receive the highest level of communication for a success long term partnership. Our work order system gives the client all the tools needed to stay informed on their property. The Aspire work order system is a user friendly software system that compliments our strong level of communication while providing accountability for our dedicated team.



### **FEATURES:**

- View Invoices
- Pay Invoices
- View Proposals
- View Past Work Orders
- Review Updates on Work Orders
- View Landscape Experts Notes
- Sign Proposals
- Create Issues
- Submit Work Orders



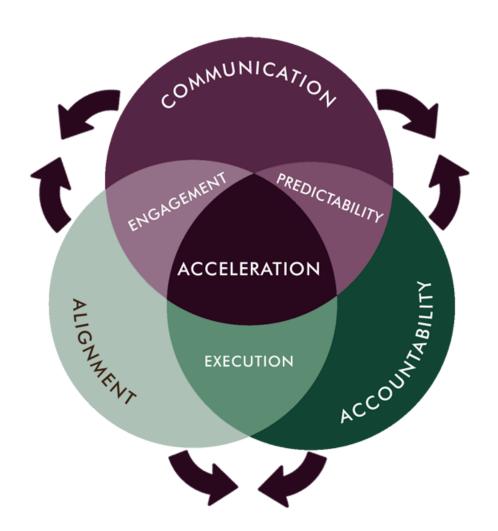
# Closing the Communication Gap

### **Alignment, Execution & Building Partnerships**

Constant, open communication between the board members, landscape committee (if applicable) and your ULS team will help to ensure expectations are set and goals are met. We plan to accomplish this through:

- Clear understanding of milestones to improve the landscape quality.
- Constant communication with HOA Management, Board Members and Committees.
- Weekly progress updates throughout the initial transition.
- Property inspections with Management and Board Members at predetermined intervals. (Sample report on pages below).

Our goal is to tailor this communication plan to meet your needs and the needs of the community.



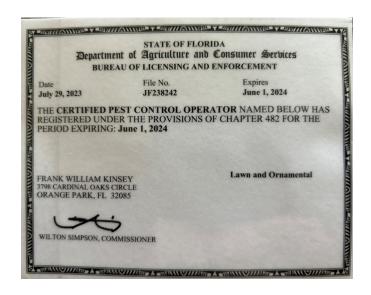






# Certification

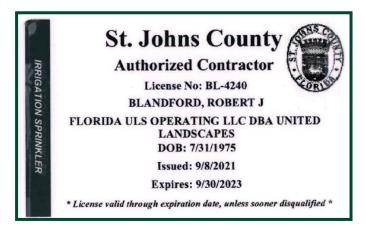
### Your Agronomics and Irrigation Specialists















# Certification

Your Agronomics and Irrigation Specialists





The Florida Nursery, Growers & Landscape Association

Keely Haverland

The Title of

FNGLA Certified Horticulture Professional (FCHP)

Date: 11/21/2019

Merry Mott, FNGLA Director of Industry Certifications



# Certification

# **Your Agronomics and Irrigation Specialists**

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# Scope of Services Summary

#### LANDSCAPE SCOPE OF WORK

The work for the landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories, and services necessary or incidental to meet the requirements outlined in this scope below. The intention is to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract. The below scope is divided into "elements" to define the elements involved and required in the maintenance of the property.

# General Services- Component "A"

#### **Turf Maintenance**

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. High traffic and high-profile areas such as the entrances and Amenity/clubhouse areas will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, the CDD Management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

#### Mowing

Prior to mowing, remove and dispose of normal litter and debris from all landscape areas. Contractor will not run over litter with mowers.

- St. Augustine, Bahia turf shall be mowed weekly during the growing season from April 1st through September 30th and bi-weekly during the winter season. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of the CDD Management. Contractor should anticipate 42 mows annually for all common areas. Unirrigated pond areas and banks will be mowed 32 times annually as needed.
- St. Augustine, zoysia and Bahia turf shall be cut with rotary mowers to maintain a uniform height. Bahia will be cut between 3.5" and 4.5". St Augustine will be cut between 4.5" and 5.5". Mowing heights will be set at 2"–3" for Zoysia turf. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Variation in the mowing pattern shall carried out when possible so as to not rut or cause paths.

Mowing of all ponds or wetland buffer areas shall be done with a 50" mower or larger discharging clippings away from the water. Any pond edges that cannot be reached with the full size mower will be string trimmed every other mow cycle at minimum or as needed to maintain an intended look as per the discretion of CDD management.

Visible clippings that may be left following mowing operations shall be removed from the site each visit. Discharging grass clippings into beds, tree rings or maintenance strips is prohibited and if it occurs they shall be removed prior to the end of each service day.

Contractor will take special care to prevent damage to plant material as a result of the mowing. Contractor is responsible for damages they cause while mowing.

#### <u>Edging</u>

Sidewalks, curbs, and concrete slabs, and other paved surfaces will be edged in conjunction with mowing operations each time. Beds, tree rings, and other landscape edges will be edged once during each detail rotation, every three weeks. Edging is defined as removal of unwanted turf and vegetation along the above borders by use of a mechanical edger. String trimmers are not to be used for edging and a proper edger will be used. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

#### **String Trimming**

String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles,and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the turf height specifications. String trimming shall be completed with each mowing cycle.

Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of the CDD management.

Turf around the edge of all waterways shall be moved or string trimmed to the natural water's edge during every other moving cycle at minimum.

#### **Blowing**

When using mechanical blowers to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. In addition, care also must be taken to disrupt mulch from beds and any mulch blown out of beds must be placed back and raked smooth.

#### **Damage Prevention/Repair**

Special care shall be taken to protect building foundations, fencing, light poles, sign posts, monuments and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the CDD or homeowners within 30 days for any damage to property caused by their crew members or equipment.

#### Detailing

Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks at least. The exception will be the entrances, clubhouse areas and any other high profile or focal areas which should be tended to each week the crew is onsite. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation. A detail crew will be onsite at least one day per week 42-52 times per year as needed to accomplish the full amount of detail rotations.

#### **Pruning**

Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant.

Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by the CDD management.

Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet, contractor shall propose an extra service to the CDD representative and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:

Provide clearance for pedestrians, vehicles, mowers and buildings. Minimum 8ft of clearance is required along all walkways and parking areas. Maintain clearance from shrubs in bed areas. Improve visibility in parking lots and around entries.

Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.

Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.

Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. All needed structural pruning will be done once per year at minimum. All Ornamental Grasses are to be haystack cut one time per year.

Crepe Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts.

Pruning of all palms less than 15' in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods, and any loose boots.

#### **Weed Control**

Bed areas are to be left in a weed free condition after each detail service. While pre and post- emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand or string trimmed.

Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required.

#### **Trash Removal**

Removing trash from all landscape areas will be the responsibility of the contractor. The contractor will remove trash from all focal areas, including medians, around amenity areas, and monuments every visit. Other trash will be removed during normal detail rotations.

#### **Policing**

Contractor will police the grounds during each service visit to remove trash, debris and fallen tree litter as needed prior to mowing and edging. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval with supplemental proposal.

As needed contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of November through April.

All litter shall be removed from the property and disposed of off-site.

#### Communication

Daily, the contractor will communicate with the CDD representative for any landscape issues requiring immediate attention.

Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by the CDD representative which highlights the main aspects of the previous week's maintenance activities. This can just be a checklist sent via email on Fridays or Mondays.

When requested by CDD management contractor will provide a Monthly Service Calendar for the upcoming period. A copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental Fertilization report will be provided monthly. A copy of these documents should be submitted to the CDD representative by the 5th of each month electronically, or in person. This is only necessary should management request, likely due to performance concerns, however the vendor should always have them should management request.

Contractor agrees to take part in regular weekly, bi-weekly or monthly inspections, as decided by CDD management, of the property to ensure their performance is satisfactory. *Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them.* Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for inspection meeting as needed or requested by CDD management.

#### Staffing

The Contractor shall have a well-experienced Foreman/Supervisor supervising all work onsite. This person should have knowledge of horticultural practices and be capable of properly supervising others. The Foreman/Supervisor should communicate regularly, daily when needed, with CDD management. Further, In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. The intent is for maintenance personnel to familiarize themselves with the site.

The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times.

Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides, and fungicides must be certified by the state of FL. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.

Contractor agrees to screen all crew members for criminal background. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.

Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, and any other day agreed to by CDD Management. Normal working hours are from 7:00 AM until 7:00 PM. No power equipment will be operated near homes before 9:00 AM. Efforts will be made such that ALL work performed around the Amenity Areas and pool area is to be completed prior to busy attendance hours. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 5 PM.

# Component "B" – Turf Care Program

#### ST. AUGUSTINE

Application Schedule – Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application schedule – St. Augustine

- January: Winter fertilization, broadleaf weed control and disease control
- March: Spring granular fertilization, broadleaf weed control, insect, and disease control
- May: Late spring heavy, 100% slow-release Nitrogen fertilization with Arena and weed Control October: Heavy fall granular fertilization and broadleaf weed/disease control

#### **Application Requirements: Fertilization**

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs. of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .5lbs of N/1000 square feet.

#### BAHIA – Where Applicable (Irrigated areas only)

**Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.** 

Monthly Application Schedule - Bahia

- March: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
- June: Chelated Iron application and Mole Cricket control.
- October: Complete liquid fertilizer and broadleaf weed control to include blanket pre-emergent.

#### <u>Application Requirements: Fertilization</u>

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.

#### Zoysia

Application Schedule - Minimum schedule, if more is needed it is up to the contractor to recommend.

Monthly Application Schedule - Zoysia

- January: IPM spot treatment for weeds as necessary and inspect/treat fungal activity. February: Pre-emergent herbicide/spot treatment for weeds and fungal activity.
- March: Fertilization. Spot treat weeds and treat fungal and insect activity as necessary.
- April: Liquid Fertilization with .5lb N, with Iron, post emergent weed control, insect/disease control as necessary.
- May: Fertilization
- June: Insect/weed/disease control as necessary. July: Insect/weed/disease control as necessary.
- August: spot treat weeds as necessary, inspect/treat fungal activity.
- September: Liquid Fertilization with emergent weed control, insect/disease control as necessary. October: Fertilization Weed/insect/disease control as necessary.
- November: Blanket Pre-emergent herbicide, w/Liquid Iron. Spot treat weeds and inspect/treat fungal activity.
- December: Blanket potash weeds as necessary, inspect/treat fungal activity.

#### **Application Requirements: Fertilization**

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

#### **Insect/Disease Control**

The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.

Supplemental insecticide applications will be provided in addition to the normal preventive programs needed to provide control.

#### Weed Control

Weed control will be limited to the broadleaf variety and sedge type grasses under this program.

Contractor shall alert management of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.

#### **Warranty**

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass which are untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining. The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

# Component "C" - Tree/Shrub Care Program

Application Schedule - Trees and Shrubs

Monthly Application Schedule -

- March/April: Insect/disease control/fertilization. May/June: Insect/disease control as needed.
- July/August: Minor nutrient blend with insect/disease control.
- October: Disease control as needed December. Insect/disease control/fertilization as needed.

#### **Application Requirements: Fertilization**

Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil pH.

Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.

All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

There will be a deep root feeding on an as needed basis to establish newly planted trees. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.

The irrigation system will be fully operational prior to any fertilizer application.

Soil testing will be carried out when needed at contractors' recommendation. Any changes to the fertilization schedule, products used, or techniques will be discussed with CDD management and agreed to by CDD management.

#### **Insect/Disease Control**

Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.

Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.

This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.

Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.

#### **Specialty Palms**

Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.

When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

#### **Warranty**

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available by contractor if it is reasonably decided to be from negligence by the contractor determined by CDD management. Exclusions to this warranty would be Acts of God, along with pre- existing conditions, i.e. soil contamination or poor drainage, nematodes, borers, locusts and insects such as Asian Cycad Scale. Also excluded are diseases such as Verticillium and Fusarium Wilt, TPDD, Lethal Bronzing, Entomosporium Leaf Spot Fungus and Downey Mildew that are untreatable with currently available chemicals. In the event these conditions exist, the contractor is responsible to promptly report any detection to the CDD representative.

# Component "D" - Irrigation Maintenance

#### **Frequency of Service**

Contractor will perform the following itemized services under "Specifications" on a monthly basis completing 25% of the inspection each week. The irrigation inspection will should be performed during the same week(s) each month. Repairs under \$500 should be carried out each month with just verbal confirmation. Anything over \$500 requires written approval.

#### **Specifications**

- Activate each zone of the system.
- Visually check for any damaged heads or heads needing repair.
- Visually check all landscape areas irrigated with Netafim drip lines to ensure proper water flow and pressure.
- Clean filters located at each zone valve monthly if applicable. Clean, straighten or adjust any heads not functioning properly.
- Straighten, re-attach to bracing and touch up paint on riser heads as needed. Report any valve or valve box that may be damaged in any way.
- Leave areas in which repairs or adjustments are made free of debris.
- Adjust controller to the watering needs as dictated by weather conditions, seasonal requirements, and water management district restrictions including adjusting of rain sensors.
- Contractor will provide a written report of the findings by zone. Qualifying Statements
- Repairs
- Repairs that become necessary and that are over and above the routine monthly inspections
  will be done on a time and material basis. Hourly irrigation repair rates will be defined in overall
  landscape maintenance contract.
- Request for authorization must be submitted to the CDD representative for approval. A
  description of the problem, its location and estimated cost should be included. All repairs must
  be approved by the CDD representative prior to initiating any work. It is up to CDD
  management's discretion to allow contractor to proceed with repairs at an agreed threshold
  without prior approval.

#### **Service Calls**

Service Calls required between scheduled visits will be billed on a time and material basis at the rates extra pricing rates.

When not an emergency, request for authorization must be submitted in written form to the CDD representative for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the CDD representative prior to initiating any work.

Contractor will pay special attention during irrigation (IMC) maintenance inspections to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows, or parking areas.

Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.

Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the CDD within 24 hours of being detected.

Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.

Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.

Contractor will visually inspect irrigation system weekly while performing routine maintenance. Contractor will provide a 24 hour "Emergency" number for irrigation repairs. Contractor shall take all required readings from meters or at pump stations as required and work with the CDD representative to file all quarterly and/or semi-annual reports to the Water Management District.

#### Component "E" - Additional Services

To be priced separately but as part of the landscape contract. These services are subject to bids at management's discretion at any point.

Note: Additional services work is to be considered as a supplement of the overall Landscape Maintenance contract. All Special Services work is to be performed by supplemental crews. CDD management can bid out these services at their discretion and work is to be completed according to this scope, or as CDD Management agrees. In addition, contractor should and is expected to recommend when they believe these services should be carried out in their bid documents. Additionally, all "Additional Services" will be billed in the month they are performed as a separate line item on that month's invoice. Additional services costs will not be spread out across the full annual contract.

#### E. 1 - Bedding Plants – Annuals (If Applicable)

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

#### Schedule

The most appropriate seasonal annuals will be used. A standard yearly rotation includes but is not limited to: All flower beds on the property will be changed out four (4) times per year during the months of January, April, July, and October. Changes to the amounts of annuals, rotations timing, or date of installation can be made at CDD management discretion.

Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion, and display.

All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be  $4\frac{1}{2}$ " individual pots.

Contractor will obtain prior approval of plant selection from the CDD representative 2 weeks before installation.

#### <u>Installation</u>

Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.

Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.

All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.

Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.

A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.

All beds should be covered with 1" layer of Pine bark Fines after planting.

Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.

Annuals that require replacement due to over-irrigation or under-irrigation will be replaced immediately by contractor without charge to the CDD.

#### Maintenance

Flower beds unique to the property will be reviewed daily or at each service visit for the following:

Removal of all litter and debris.

Beds are to remain weed – free at all times.

All declining blooms are to be removed immediately.

Inspect for the presence of insect or disease activity and treat immediately.

Seed heads are to be removed from plants as soon as they appear. "Pinching" of certain varieties weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.

Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly. Pre-emergent herbicides are not to be used in annual beds.

Contractor guarantees the survivability and performance of all annual plantings for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

#### Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

#### E.2 - Bed Dressing

Application of designated mulching to community bed spaces.

#### **Schedule**

Mulching will be carried out twice per year. Once in the spring, once in the fall. The most desirable months are May and Early November. Mulch will be priced "per yard". Application will be completed within a two-week time period.

#### Installation

Prior to application, areas will be prepared by removing all foreign debris and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place. Bed dressing should be installed in weed free beds that have been properly edged and prepared.

Bed Dressing should be installed to maintain a 2" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by the CDD representative. Some areas will require more mulch than others. Focal areas are to be prioritized. If at any point the application does not allow enough yards to maintain 2-inch depth across beds, then an additional proposal will be created by the contractor for the additional needed yards.

#### E.3 - Palm Trimming Schedule

Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera, Sylvester, Senegal Date,etc.) in excess of 12' will be trimmed up to two times per year in June and/or December as needed. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process. Contractor will monitor for disease and recommend treatment if necessary.

All palms less than 15' will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.

Washingtonia palms in excess of 15' will be trimmed up to two times per year in the months of February and August as needed.

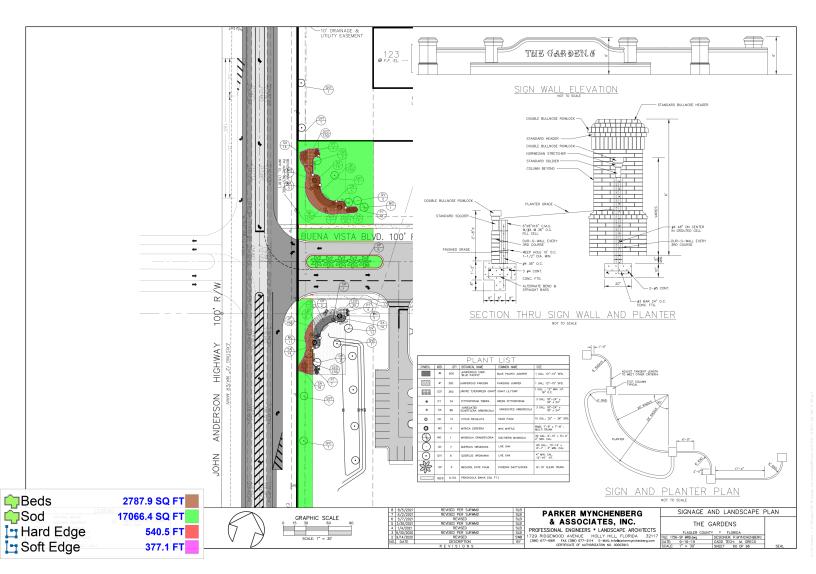
All palms other than Washingtonia, in excess 15' will be trimmed up to once per year in the month of August.

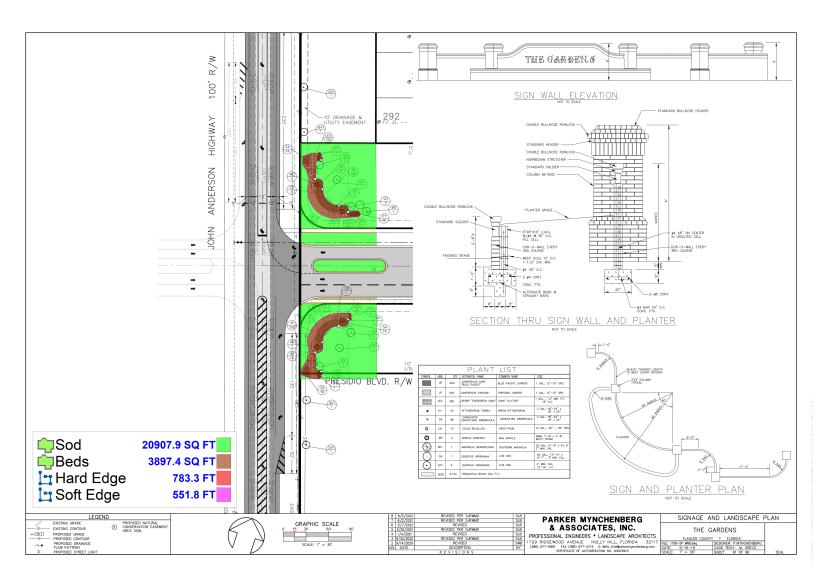
Trimming shall include removal of all dead fronds, loose boots and seed stalks.

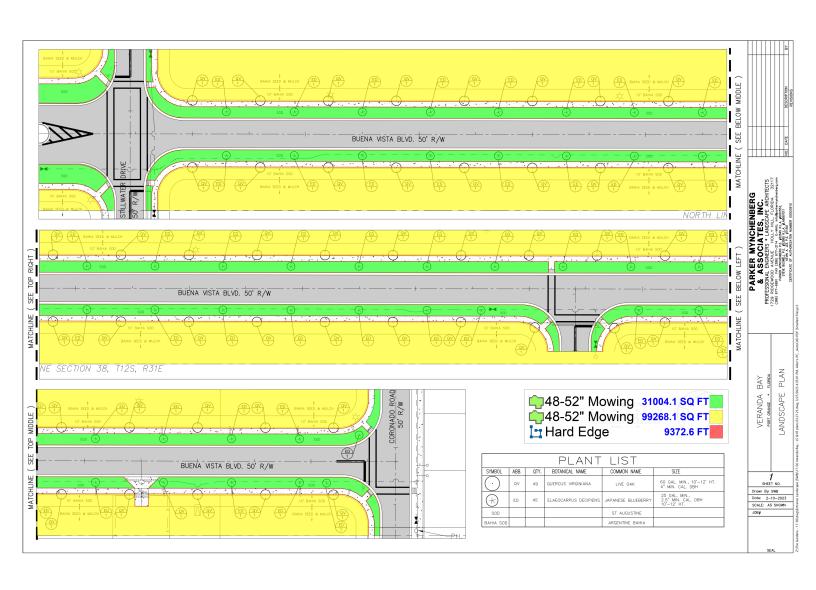
Trim palms so that the lowest remaining fronds are left at a ten and two o'clock profile or nine and three o'clock at the discretion of management. "Hurricane" cuts are only to be done at the direction of the CDD representative.

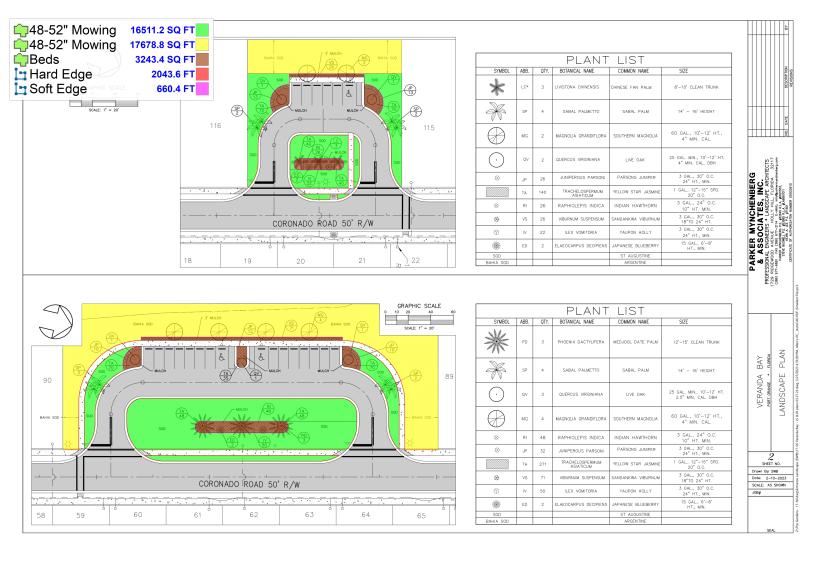
When trimming, cut the frond close to the trunk without leaving "stubs".

It is imperative that the contractor use clean and sanitized tools, sanitizing their tools thoroughly from tree to tree.











**Your Investment** 

#### Price Form

TASK	Phase1	Phase 3	
Turf Care	Annual Maintenance Cost	Annual Maintenance Cost	
Mowing/Edging/Trimming	32,506	\$8,024	
Weed/Disease Control	\$259	\$45	
Fertilization	\$1,217	\$120	
Pest Control	\$172	\$35	
pH Adjustment	\$75	Included	
Shrubs/Groundcover Care	Annual Maintenance Cost	Annual Maintenance Cost	
Pruning	\$748	\$150	
Weed Control	\$335	\$68	
Fertilization	\$47	\$15	
Pest/Disease Control	\$13	\$10	
Mulching	Per Request	Per Request	
pH Adjustment	Included	Included	
Tree Care	Annual Maintenance Cost	Annual Maintenance Cost	
Pruning	Included up to 12'	Included up to 12'	
Fertilzation	\$35	\$65	
Pest Control	\$10	\$29	
Mulching	Per request	Per request	
pH Adjustment	Included	Included	
Irrigation System Monitoring	Annual Maintenance Cost	Annual Maintenance Cost	
Monitoring	\$,3,830	\$1,250 Included	
Adjustments/Cleanings	Included	included	
	l		
Litter Removal	Annual Maintenance Cost	Annual Maintenance Cost	
	Included	Included	
Total		Phase 1 & Pha	e 3 To
Total	\$39,247	\$9,811 \$46	,058
Misc. Items			
Mulch - Price per yard installed	\$65		
Sod - Price per sq. foot installed	\$1.50		

#### Notes:

Refer to the scope of services for the specific description and frequency of the services to be provided.



#### SERVICES AGREEMENT

This Services A	Agreement (the " <b>Agreement</b> ")	is entered into this	day of _	,2024 between
			(the "Customer")	, and Florida ULS Operating,
services and Cus	I Land Services, LLC ,(the " <b>Contr</b> tomer desires to contract with Conanaged by Customer in accordance	ontractor to provide lan	ndscape maintenance	services to Customer and cer-
Service Address:				_
Bill to Address				_
l. <b>Term.</b>	The initial term of the Agree and ending on		` '	, ,
month-to-month	basis unless terminated by either	party upon thirty (30) d	lays prior written no	tice.

- 2. **Services.** Contractor agrees to provide the Customer with the scope of services set forth in **Exhibit A** (the "Services"). Contractor agrees to provide all labor, material, equipment, and supervision to perform the duties outlined by this Agreement, except that Customer shall provide any water and utilities necessary for Contractor to perform the Services. Contractor warrants to the Customer that: (i) Contractor will perform the Services in a workmanlike manner in accordance with reasonable prevailing industry standards; (ii) Contractor shall comply with all applicable laws; (iii) Contractor has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude Contractor from complying with the provisions of this Agreement. Contractor shall not be liable for any nonperformance, delays, or alleged deficient performance resulting from any environmental issues, including drought, hurricane, flooding, tornados, rainfall, storms, earthquakes, or other disasters or weather events, any governments actions or changes in law, any wars, acts of terrorism, epidemics, shortages, strikes or other labor issues, or other causes beyond the control of Contractor. Contractor's liability to Customer for any alleged non-performance under this Agreement shall be expressly limited to the amount of compensation actually received by Contractor for the disputed scope of work.
- 3. **Compensation.** In consideration of the Contractor's performance of the Services, the Customer agrees to pay Contractor the fees set forth on **Exhibit** B for the total monthly amount of \$\_\_\_\_\_\_. On each anniversary date of this Agreement, the agreed upon fees for Contractor's Services shall be increased by 3% over the previous year's level or CPI, whichever is greater. Customer shall be responsible for all sales, use, and other taxes with respect to all amounts paid by the Customer to Contractor under this Agreement other than taxes on Contractor's income.
- 4. **Confidentiality.** Customer acknowledges this agreement along with any documentation, financial data, designs and plans provided by the Contractor are confidential information and shall not be disclosed by the Customer to any other person or entity.
- 5. **Late Payment.** If payment is not received within 30 days of invoicing, a 1.5% per month late fee will be applied to all unpaid balances. Should Contractor need to pursue legal action to collect any amounts owed, Customer agrees to pay Contractor's attorney's fees, court costs, and all other expenses incurred.



- 6. **Termination.** Customer may terminate this Agreement for cause, if Contractor, after prior written notice per section 7, of any default hereunder, fails to cure that default within 30 days thereafter. Customer shall pay for all services performed up to the effective date of any valid termination. Contractor, upon 30 days prior written notice to Customer, may terminate this Agreement without cause.
- 7. **Notices.** Any notice required to be sent to the Contractor under this Agreement shall be sent to the following address unless otherwise specified: Attention\_\_\_\_\_\_\_\_12276 San Jose Blvd, Suite 747, Jacksonville, Florida 32223. Any notice required to be sent to the Customer under this Agreement shall be sent to the Service Address specified above, or to such other address as Customer hereafter provides.
- 8. **Insurance.** Contractor acknowledges and agree that it shall be solely responsible for securing and maintaining all insurance coverage for itself and its employees, including without limitation, commercial general liability, workers' compensation and employers' liability, comprehensive automobile, and umbrella liability. Contractor shall provide proof of insurance coverage prior to commencement and shall not cancel or change any coverage without providing Customer written notice.
- 9. **Licenses.** Contractor shall maintain all applicable licenses and permits within the cities, counties and states of operations.
- 10. **Indemnification.** Each party, to the extent permitted by law, will indemnify, defend and hold harmless the other party, its affiliates, and all of their directors, officers, employees, agents and representatives from and against all claims, liabilities, damages, losses or expenses to the extent arising out of any negligence, willful misconduct, breach of contract or violation of law for which the indemnifying party, its employees, agents, subcontractors, or assigns in the performance of work under this Agreement is at fault. In the event the parties are jointly at fault, each party will indemnify the other in proportion to its relative fault.
- II. General. Contractor enters into this Agreement as an independent contractor. Contractor shall be solely responsible for all taxes, withholdings, and other similar statutory obligations with respect to its employees, including without limitation, Worker' Compensation Insurance. Either party may assign this Agreement to an affiliate or to any successor entity or purchaser of a substantial portion of the assets of such party that relate to the subject matter of this Agreement without the other party's consent but with written notice. This Agreement shall be governed by the laws of the State of Florida. The exclusive jurisdiction for the resolution of any disputes arising out of or relating to this Agreement shall be in a court of competent jurisdiction in Duval County, Florida. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of both parties. Landscape plans not provided, ROW on roads is not included in scope.

[Signature Page Follows]



IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the day and year first above written.

CONTRACTOR Florida ULS Operating, LLC DBA United Land Services, LLC	CUSTOMER
Signature	Signature
Date	



# Providing exceptional landscape services to partners across the state of Florida.



















Phone: 407-515-5262

Email: cmarquess@unitedlandservices.com













# **United We Grow!**



Uniting partners through exceptional landscape services

# SECTION C





# **Gardens at Hammock Beach CDD**

Dear Gardens at Hammock Beach CDD Board,

Thank you for the opportunity to provide a proposal for your growing community. VerdeGo fully understands the high expectations for your property and our focus is to exceed those expectations through proactive communication and extensive landscape experience.

VerdeGo has been providing high-quality plant material, landscape design, landscape construction and maintenance services to Northeast Florida for more than 19 years. Our maintenance division has the best and brightest talent throughout the United States and is comprised of more than 175 full-time employees. Many of our employees have multiple certifications (BMP, OHSA, FNGLA, Arborist, GC, Designer) and degrees that are specific to landscape horticulture, design, architecture, sports turf, finance, and landscape construction. Such education and certifications allow us to serve you and your property with knowledge and experience.

Our qualified team is here to clearly communicate the services performed on your property. A proactive approach to serving you and your property is strongly valued at VerdeGo. We understand your time is valuable, and we are here to simplify the landscape process.

Again, we sincerely appreciate the opportunity to provide a quote for your property's landscape services.

Sincerely,

Billy Genovese

Director of Business Development

386-225-0203

bgenovese@verdego.com

Billy Genovese

#### Price Form

TASK	Phase1	Phase 3	Notes
Turf Care	Annual Maintenance Cost	Annual Maintenance Cost	
Mowing/Edging/Trimming	23619.6	19740	
Weed/Disease Control	Included	Included	
Fertilization	4379.16	Included	
Pest Control	Included	Included	
pH Adjustment	Included	Included	
Shrubs/Groundcover Care	Annual Maintenance Cost	Annual Maintenance Cost	
Pruning	3893.04	Included	
Weed Control	Included	Included	
Fertilization	320	Included	
Pest/Disease Control	Included	Included	
Mulching: 25 Cu Yds	1625	Included	
pH Adjustment	Included	Included	
Tree Care: Included Palms	Annual Maintenance Cost	Annual Maintenance Cost	
Pruning	1640	Included	
Fertilzation	2400	Included	
Pest Control	Included	Included	
Mulching: 10 Cu Yds	650	Included	
pH Adjustment	Included	Included	
Irrigation System Monitoring	Annual Maintenance Cost	Annual Maintenance Cost	
Monitoring	2323.2	Included	
Adjustments/Cleanings	Included	Included	
	<u> </u>		
Litter Removal	Annual Maintenance Cost	Annual Maintenance Cost	
	Included with Maintenance	Included	
			Phase 1 & Phase 3 Total
Total	40850	19740	60590
		<u> </u>	<u> </u>
Misc. Items			
Mulch - Price per yard installed	\$65.00		
Sod - Price per sq. foot installed	\$2.25		

#### Notes

<sup>\*</sup>VerdeGo's Commercial Insatallation team installed the plant material for Phase 1 and the VerdeGo Maintenance Team will honor an extended 1 year warranty from the start of the maintenance contract, if awared.

<sup>\*\*</sup>Due to the limited plans provided for Phase 3, we have provided an all inclusive price to service this area.



# Who We Are

### **Rooted in Relationships**

For almost 20 years we have been rising before the sun, rolling up our sleeves, growing strong, healthy plants and creating beautiful environments. We understand that landscaping is a continuous process that requires diligence, responsibility, consistency, and that excellence lies in the details. We deliver exceptional results by going above and beyond, building relationships that blossom into long-term partnerships.

#### **Our Mission**

VerdeGo Landscape's promise goes beyond thriving landscapes. We take pride in our work and aim to act as trusted advisors to our clients with customized solutions and exceeded expectations. We are dedicated to delivering exceptional results.

# **Operational Approaches**

#### Communication

Proactive and Continuous communication is a key factor to our success and sets us apart as a company.

#### **Dedicated Staff**

Results come when your team truly connects with the property they are servicing.

#### Consistency

Retaining the same crew on a sited job allows them to take pride and ownership in their results.

### **Accountability**

Being accountable means working with integrity. Monthly internal assessments are used to evaluate the property's status and our team's performance.



# **Our Team**

VerdeGo is led by our President, TJ McNitt, who has over 24 years of industry experience and holds several certifications including a General Contractor's license. As the Branch Manager, Brian will oversee your assigned Account Manager that will be your day-to-day point of contact. The Account Manager will supervise all crew members as well as monitor the property to ensure the highest quality of performance is met. Full transparency is important to us and that is why we have included the contact information for all administrators related to your job. Please feel free to reach out any time you have questions or concerns.







TJ McNitt 24 yrs. Industry Experience

President

Bruno Perez
25 yrs. Industry
Experience
Director of Operations

Brian Cousino
20+ yrs. Industry
Experience
Palm Coast Branch
Manager

TJ McNitt
President

(386) 437-3122
tmcnitt@verdego.com

Bruno Perez
Director of Operation

(386) 237-2313
bperez@verdego.com

(386) 281-9830
bcousino@verdego.com

#### Brian N. Cousino

Cell: 386-281-9830

Email: bcousino@verdego.com

#### **SUMMARY**

Highly motivated and detail-oriented professional with over 25 years of experience in management and customer service across landscaping and quick service restaurant industries. Demonstrates proven success as a leader and entrepreneur in business development, property management, budgeting, hiring and training, purchasing, product sales, maintenance, and administrative tasks.

#### WORK EXPERIENCE

VerdeGo Landscape

Bunnell, Florida

**Branch Manager** 

June 2022 – Present

**Account Manager** 

February 2018 – June 2022

- Led branch operations, overseeing all aspects of landscape management.
- Managed client accounts, ensuring high satisfaction and retention rates.

#### COUSINO LANDSCAPE

Palm Coast, Florida **Sole Proprietor** August 2009 – Present

**Self Contractor** 

November 2005 – July 2009

- Operated a full-scale residential and commercial landscaping business with \$450K in annual contract billings and 115 monthly contract customers.
- Achieved 90% of new business from referrals and established partnerships with local providers.
- Managed P&L, business development, project design, crew scheduling, equipment maintenance, and community presence.

#### NATURESCAPES/G3 LANDSCAPING/CUSTOM LANDSCAPING

Palm Coast, Florida

**Operations Manager** 

April 2005 – July 2009

- Directed new business efforts, client relations, and landscaping crews during housing development phases.
- Collaborated with premier home builders for design and installation, refining techniques in various landscaping disciplines.

#### S. SOSKI PIEROFF

Frazer, Pennsylvania

#### **Parts Department Supervisor**

September 2004 – March 2005

- Developed the first inventory system for a regional distributor, improving productivity and efficiency.
- Processed warranty claims, recovering over \$100,000 in outstanding funds.

#### MCDONALD'S RESTAURANT

Frazer, Pennsylvania

#### Store Manager, Assistant Store Manager, Crew Chief

June 1994 – August 2004

- Managed a high-performing franchise with \$2 million in annual sales, overseeing 40 employees.
- Implemented inventory management systems, reduced waste, and led new product testing for the Philadelphia region.
- Represented the franchise at conventions and local business development events.

#### **EDUCATION AND TRAINING**

#### **West Chester University**

June 1998 – January 1999

#### **McDonald's Management Courses**

June 1999 – February 2000

- BOC Basic Operations
- BMC Basic Management
- EMC Effective Management, Profit & Loss, Financials



# References

Property		Manager	Contact Info	Phone
Ocean Hammock POA	\$650K+	Amy Spradling	aspradling@mayresort.com	386-446-0085
Grand Haven CDD	\$665K+	Louise Leister	mysecretbonsai@me.com	386-569-1639
MIddle Village/ <b>Double Bra</b> n	ich CDD \$9	995K Jay Soriano	jso <u>riano@gmsnf.com</u> 9	04-562-0249
Town Center at Palm Coast CDD	\$432K	Clint Smith	Clintsmith@aol.com	386-931-4496
The Riverfront Esplanade	\$239K	Joe Yarbrough	jwysdaytonafl@gmail.com	386-299-6373
World Golf Village	\$240K	Sarah McFee	smcfee@maymgt.com	855-629-9481 Ext 321



# Landscape Maintenance Risk Management Plan

#### 1. Introduction

This Landscape Maintenance Risk Management Plan outlines potential risks associated with the provision of landscape maintenance services, including mowing, edging, trimming, weed control, tree trimming, and lawn care. The plan identifies the risks, assesses their potential impact on cost, schedule, and technical performance, and proposes mitigation strategies to manage these risks effectively.

#### 2. List of Risks, Consequences, and Mitigation Procedures

Risk	Potential Consequences/Impact	Proposed Mitigation Procedures
1. Equipment Failure	Cost: Increased repair/replacement costs. Schedule: Delays in service delivery. Technical: Reduced quality of service.	<ul> <li>Regular maintenance and inspection of equipment.</li> <li>Implement a preventive maintenance schedule.</li> <li>Keep backup equipment available.</li> </ul>
2. Weather- Related Delays	Cost: Overtime labor costs. Schedule: Service delays affecting client satisfaction. Technical: Ineffective service delivery (e.g., mowing wet grass).	- Monitor weather forecasts and plan schedules accordingly Build buffer time into the schedule Communicate potential delays to clients proactively.
3. Labor Shortages	Cost: Increased labor costs (overtime, temp workers). Schedule: Delays in service delivery. Technical: Reduced quality due to overworked staff.	- Cross-train employees for flexibility Maintain relationships with staffing agencies for temporary labor Offer competitive wages and benefits to retain staff.
4. Chemical Spills or Misapplication	Cost: Clean-up costs, potential fines. Schedule: Service interruptions. Technical: Damage to the landscape, environmental harm.	- Train staff in proper handling and application of chemicals.  - Use environmentally friendly products when possible.  - Establish spill response procedures and provide spill kits.



5. Injury to Workers	Cost: Increased insurance premiums, potential fines. Schedule: Delays due to injured workers. Technical: Reduced productivity.	<ul> <li>- Provide regular safety training and personal protective equipment (PPE).</li> <li>- Implement a safety monitoring and reporting system.</li> <li>- Ensure compliance with OSHA regulations.</li> </ul>
6. Customer Complaints	Cost: Potential loss of business, refunds. Schedule: Additional time required to address issues. Technical: Rework and reduced quality perception.	- Establish a customer feedback system Regularly inspect work for quality assurance Address complaints promptly and implement corrective actions.
7. Damage to Property	Cost: Repair costs, potential legal claims. Schedule: Service delays to resolve issues. Technical: Negative impact on company reputation.	- Train staff in careful operation of equipment Conduct pre-service property assessments to identify potential hazards Carry adequate insurance coverage.
8. Pesticide Resistance	Cost: Increased chemical use and costs. Schedule: Inefficiencies in weed/pest control. Technical: Decreased effectiveness of weed control.	<ul> <li>Rotate chemicals used to prevent resistance.</li> <li>Implement integrated pest management (IPM) practices.</li> <li>Monitor for signs of resistance and adjust strategies accordingly.</li> </ul>
9. Environmental Compliance Violations	Cost: Fines, legal fees. Schedule: Service interruptions due to regulatory actions. Technical: Negative environmental impact and public relations issues.	- Stay updated on local, state, and federal regulations Conduct regular environmental audits Train staff on compliance and best practices.
10. Tree Trimming Accidents	Cost: Medical expenses, liability claims. Schedule: Delays due to accidents. Technical: Potential damage to trees or property.	<ul> <li>Ensure all tree trimming is done by trained and certified professionals.</li> <li>Use proper safety equipment and procedures.</li> <li>Conduct pre-job safety briefings.</li> </ul>
11. Inadequate Weed Control	Cost: Rework costs, customer dissatisfaction. Schedule: Additional time	- Use a combination of pre-emergent and post-emergent herbicides Regularly monitor and assess weed



12. Overuse of Fertilizers	required for effective control.  Technical: Diminished landscape aesthetics and health.  Cost: Soil remediation costs, fines.  Schedule: Potential delays in lawn recovery.  Technical: Damage to lawns, pollution of water bodies.	growth Adjust weed control methods based on effectiveness.  - Follow soil testing guidelines before application Use slow-release fertilizers Train staff in proper fertilization techniques.
13. Invasive Species	Cost: Increased control costs. Schedule: Delays in service due to additional tasks. Technical: Degradation of landscape quality.	<ul> <li>Regularly inspect and monitor for invasive species.</li> <li>Implement early detection and rapid response plans.</li> <li>Educate staff on identifying and managing invasive species.</li> </ul>
14. Client- Specific Requirements	Cost: Increased costs for customization. Schedule: Delays due to special requests. Technical: Potential for errors in service delivery.	- Clearly document client requirements in service agreements Ensure all staff are aware of client-specific needs Maintain open communication with clients to manage expectations.
15. Supply Chain Disruptions	Cost: Increased costs due to scarcity of materials. Schedule: Delays in service provision. Technical: Potential substitution of lower-quality materials.	<ul> <li>- Maintain relationships with multiple suppliers.</li> <li>- Keep essential materials in inventory.</li> <li>- Anticipate supply chain issues and plan purchases accordingly.</li> </ul>

#### 3. Conclusion

This risk management plan is designed to identify and mitigate risks associated with landscape maintenance services. By implementing the proposed mitigation procedures, the likelihood of these risks adversely affecting cost, schedule, and technical performance can be minimized, ensuring that high-quality services are delivered to clients consistently.

Regular reviews of this plan are recommended to account for new risks or changes in service delivery practices.



## **Landscape Management Specifications**

#### 1. Turf Care

Our Turf Program focuses on proper mowing techniques that promote optimal vigor for turf grass health. Great care will be taken to ensure proper edging, line trimming and blowing are in the best interest of you, your guests and the plants on your property.

- Turf areas will be free of bare spots, holes and depressions.
- Hard edging of curbs and sidewalks will be performed with each mowing rotation.
- Grass clippings will be blown off all hardscape surfaces after mowing.
- Mowing equipment will be well maintained (sharpened blades and proper deck height positioning).
- The health of the turf will be monitored. This includes:
  - ♦ Color
  - ♦ Density
  - ♦ Weed/pest control
- Pesticide applications will be applied as needed (herbicide, insecticide and fungicide).
- Soil samples will be administered as part of our Start-Up Program to determine the appropriate fertilization program for your site.
- Pesticide applicators at VerdeGo are licensed with the Florida Department of Agriculture and Consumer Services.





## **Landscape Management Specifications**

#### 2. Palms, Trees, Shrubs and Ground Cover

Our horticulture techniques are based on the Green Industries 'Best Management Practices'. Many of our lead- ers are licensed and trained by UF-IFAS Florida-Friendly Landscaping program professionals. These programs are designed to promote environmentally safe landscaping practices and protect Florida's water sources. Ver- deGo Landscape promotes these practices at the same time as providing beautiful outdoor spaces that Florida residents and visitors have come to enjoy and expect.

Our management practices and components consist of, but are not limited to the following:

- Pruning and shearing—equipment will be maintained to the highest of standards
- Pruning and shearing techniques will be performed according to horticulture industry standards
- Soil samples will be taken to promote optimal tree and plant health
- Fertilization will be performed per contractual obligation, however, (VerdeGo Landscape will advise and make recommendations to promote plant health and vigor)
- Pesticide Applications will be administered to protect trees and plants from diseases and decline
- Recommendations for plant replacement will be made on an 'as needed' basis. 'Right Plant, Right Place' will be promoted to enhance the aesthetics and health of all plant material





## **Landscape Management Specifications**

#### 3. Irrigation

VerdeGo irrigation experts have developed practices to ensure your turf, trees, palms and shrubs are healthy and all water needs have been met. Our teams are trained and encouraged to consider Best Management Practices in all irrigation practices while achieving optimal plant health.

Our practices include the following:

- Monthly wet checks will be performed.
- Rain sensors will be used whenever possible.
- Highly trained personnel in all irrigation practices and techniques will work on your property.
- The VerdeGo irrigation team will receive continual education on the latest irrigation techniques and materials.

#### 4. Annuals

Annuals bring a pop of color to landscapes. Whether it's to enhance and highlight a monument sign or simply bring attention to a community's entrance or amenity center, VerdeGo prides itself on providing great annual designs for you and your property.

Our practices include:

- Rotations will be determined per contract specifications.
- Variety choices or annuals will be determined by seasonal availability.
- Pesticides (insecticides and fungicides) will be applied to prevent plant decline.
- Fertilization will be provided to promote optimal growth and longevity.
- Soil amendments and treatments will be administered before planting each rotation (fertilization and roto-tilling).

#### 5. Mulch

The installation or replenishment of mulch will be performed per contract specifications.



## **Saving Water Makes Cents**

In the landscape industry water is KING. Just as important is developing a well-executed plan that not only provides the correct amount of water, but also keeps the environment and conservation in mind. Our talented staff will conduct an initial wet check to evaluate the entire system, which will allow them to provide a detailed analysis of the best practices for moving forward on your property.







#### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

this certificate does not confer rig	gnts to the certificate holder in field of such	( )	
PRODUCER		CONTACT Tasha Felts, TIIA	
Brown & Brown of Tennessee, Inc.		PHONE (A/C, No, Ext): (615) 385-2860 FAX (A/C, No): (615) 38	35-8360
6 Cadillac Drive, Suite 200		E-MAIL Tasha.Felts@bbrown.com	
		INSURER(S) AFFORDING COVERAGE	NAIC#
Brentwood	TN 37027	INSURER A: Travelers Property Casualty Company of America	25674
INSURED		INSURER B: The Travelers Indemnity Company of Connecticut	25682
Verdego, LLC		INSURER C:	
3335 N. State Street		INSURER D:	
		INSURER E :	
Bunnell	FL 32110	INSURER F:	·
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:	•

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL S	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	-
А	CLAIMS-MADE OCCUR  CLAIMS-MADE FER:			TC2JGLSA-3P390744-TIL-23	10/01/2023	10/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE	\$ 1,000,000 \$ 1,000,000 \$ 5,000 \$ 1,000,000 \$ 2,000,000
	POLICY PROJECT LOC OTHER:						PRODUCTS - COMP/OP AGG	\$ 2,000,000 \$
	ANY AUTO						COMBINED SINGLE LIMIT (Ea accident)  BODILY INJURY (Per person)	\$ 5,000,000
А	OWNED SCHEDULED AUTOS ONLY HIRED NON-OWNED AUTOS ONLY AUTOS ONLY			TC2JCAP-3P390756-TIL-23	10/01/2023	10/01/2024	BODILY INJURY (Per accident)  PROPERTY DAMAGE (Per accident)	\$
	AGTGG GNET AGTGG GNET						(* 3* 33 33 33 )	\$
А	✓ UMBRELLA LIAB     ✓ OCCUR       EXCESS LIAB     CLAIMS-MADE       DED     ✓ RETENTION \$ 10,000	-		CUP-0W036142-23-NF	10/01/2023	10/01/2024	EACH OCCURRENCE AGGREGATE	\$ 10,000,000 \$ 10,000,000 \$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under	N/A		UB-4S050569-23-51-K	10/01/2023	10/01/2024	PER STATUTE ER  E.L. EACH ACCIDENT  E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000 \$ 1,000,000
A	DÉSCRIPTION OF OPERATIONS below  Inland Marine			QT-630- 4S014177-TIL-23	10/01/2023	10/01/2024	E.L. DISEASE - POLICY LIMIT  Leased/ Rented Equip  Deductible	\$ 1,000,000 \$200,000 \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SAMPLE

CERTIFICATE

CERTIFICAT	E HOLDER		CANCELLATION
	VERDEGO LLC / VERDEGO LANDSCAPE LLC PO BOX 789		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
			AUTHORIZED REPRESENTATIVE
	3335 N. STATE STREET		
	BUNNELL L	FL 32110	Collisso Goodman

# STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

## MCNITT, TERRY M JR

VERDEGO LLC
39 AUDUBON LANE
FLAGLER BEACH FL 32136

**LICENSE NUMBER: CGC1506752** 

**EXPIRATION DATE: AUGUST 31, 2024** 

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

## **Certifications & Licenses**





Ryan Seifert CIC, CLIA

Certification ID#: 75785

SHA Safety and Health Administration	30-003961889
This card acknowledges that the recipien 10-hour Occupational Safety and H	Health Training Course in
Conon donon carety	and nearth
Ryan Se	





## **Certifications & Licenses**











### **Certifications & Licenses**





## SECTION D







Landscape Maintenance Services Proposal prepared for

## GARDENS AT HAMMOCK BEACH CDD



Jeremy LeBrun District Manager GMS-NF, LLC

Buena Vista Blvd, Flagler Beach

Jeremy LeBrun District Manager

**GMS-NF, LLC** 

219 East Livingston Street Orlando, Florida 32801

Re: Landscape Maintenance Services Proposal for Governmental Management Services

Thank you for considering a partnership with **Yellowstone Landscape** as your landscape maintenance service provider. We are excited by the possibility to provide you with landscape maintenance! Our proposal has been created to address the specific needs and expectations you have expressed for **Gardens at Hammock Beach CDD**. We call this your Plan for Success because our integrated service plan has been designed to give you a landscape that you can be proud of.

Within your Plan for Success please make special note of the following sections:

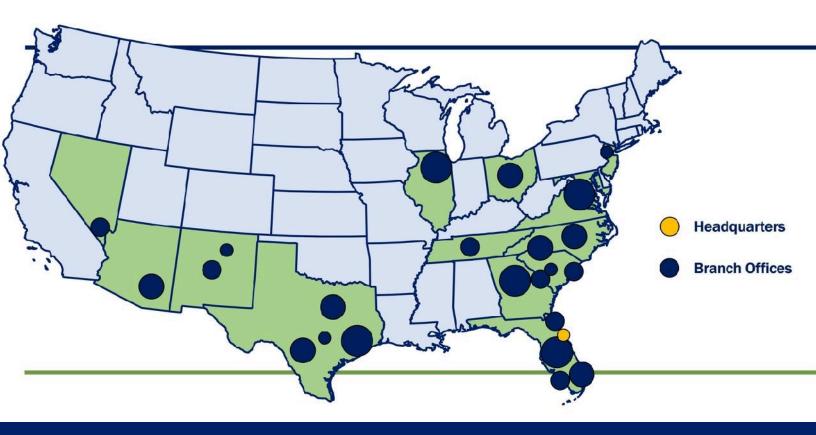
- **About Yellowstone:** The section has a short video with more information about who we are and how we can improve your landscape.
- **Scope of Services Summary:** This section outlines our proposed scope of services, detailing the Best Practices we've developed to provide a consistent appearance across your landscape.
- Safety Program: The safety of our workers and customers is the number one priority at Yellowstone Landscape. This section gives more information on how we educate our Yellowstone family on being safe all day, everyday.
- **References:** Here you will find some information on a few of our customers. We encourage you to reach out to them. This will help you get an understanding of what it means to be a member of the Yellowstone family.
- Agreement & Your Investment: Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please contact me at any time. I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely, John Distler, Business Development Manager Yellowstone Landscape

jdistler@yellowstonelandscape.com 386-237-8621

#### ABOUT YELLOWSTONE LANDSCAPE



Your property's appearance means a lot. It has the power to delight visitors, tenants, residents, customers, and more. Your choice of landscape service partner can mean reduced liability, better profits, and lasting impressions. There's a lot on the line. This is serious business. You have people to answer to and it's our job to make you and your property look its absolute best. We're in this together.

To look your best, it takes a strong team of commercial landscaping experts. Since 2008, our company has grown because of our team's commitment to excellence. Thousands of companies and organizations across the country have trusted us. We don't take that lightly. They deserve the best and so do you. We wouldn't offer anything less.

Your choice in the best commercial landscaping company could be the difference between a property that reflects excellence or one that falls short of your expectations and needs. When you're investing in professional services, you deserve to get the best. By making the wise choice, that's exactly what you can count on.



#### YOUR SERVICE TEAM

Our Leadership Team is committed to making Yellowstone Landscape the country's premier commercial landscape service company and to bringing that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.

Your Local Yellowstone Landscape Professionals are led by:



Antonio Perez Branch Manager

Antonio believes having a single point of contact will help save you time and frustration when you have questions regarding your landscape. Antonio has been working with our teams to provide excellence in landscaping at some of our premier properties in the area including the Hammock Beach Resort and Woodhaven and Canopy Walk Condos. He began his career with Yellowstone Landscape in 2015 as and irrigation technician. He has quickly moved up through the ranks becoming the Irrigation Manager, Account Manager, and finally Branch Manager. He works everyday to lead our teams with the core belief that with hard work and dedication, anything is possible.



John Distler

Business Development Manager

John began working in the landscape industry in 2017 when he connected with Yellowstone Landscape as an industry leader. His background has been focused on providing clients with quality care and customer service for other industry leaders such as the Walt Disney Company, IBM, AT&T and Servpro. The attention to detail he learned in the US Navy, combines with the service skills learned at these companies, to bring a focus of customer satisfaction to our Yellowstone Landscape customers.



Cesar Maldonado

Account Manager

Cesar found a passion for the agriculture industry at a very young age and found a home with the Yellowstone family in 2018 as a Service Technician. He worked hard to gain additional industry knowledge and was quickly promoted to Irrigation Manager in our St Augustine location. He continued to use his skills as an industry expert for the customers in that branch until 2021, when he had the opportunity to take the next step as an Account Manager in our Palm Coast location. Now he can use his knowledge in irrigation and customer service, to make our customers in the Northeast Florida region, proud to have a relationship with Yellowstone Landscape. When not making our properties look their best, he enjoys spending time with the family, kayaking and playing volleyball and soccer.

#### YOUR SERVICE TEAM

Our Leadership Team is committed to making Yellowstone Landscape the country's premier commercial landscape service company and to bringing that excellence to bear on behalf of our clients through industry-leading investments in safety, training, and information systems.

Your Local Yellowstone Landscape Professionals are led by:

#### Brandon Nelson

Account Manager



Brandon found a passion for the agriculture industry at a very young age and found a home with the Yellowstone family in 2007 as a Chemical Spray Technician. He worked hard to gain additional industry knowledge and earned his L&O Certified Operator license in 2011, when he was promoted to Fertilizer/Chemical Manager. He continued to use his skills as an industry expert for the customers in our Palm Coast branch until 2021, when he had the opportunity to take the next step as an Account Manager in our St Augustine location. Now he can use his vast knowledge in fertilization and pest control, to make our customers in the Northeast Florida region, proud to have a relationship with Yellowstone Landscape. When not making our properties look their best, he enjoys a round of golf or two, fishing and spending time with his wife and two children

#### James Irvine

Chemical & Fertilization Manager



James is a Certified Operator in Lawn & Ornamental as well as General Pest Control. He has a turf grass degree from the University of Georgia and really enjoy this working in the landscape industry. He started working to improve landscapes in 1989 as a tree and shrub specialist and loves helping to produce beautiful lawns and landscapes. He has worked hard to improve the turf and shrub conditions at many of our customers, such as the Grand Haven Croquet Courts, the Hammock Beach Resort, the Conservatory Clubhouse. As a leader in the industry, he is proud to be a part of the Yellowstone Landscape team.

#### Raul Hernandez

Superintendent



Raul Hernandez has been with Yellowstone Landscape since 2016, where he began his journey on a mow crew. This was his foundation to learn all aspects of the landscaping industry, such as equipment safety and proper pruning practices. Within 2 years he showed leadership to be given the opportunity to supervise his own detail crew. He worked with his crew to be sure that their primary focus was attention to detail and excellent service. It was not long before he received a promotion to Superintendent, where he was able to use his experience to help guide the members of other crews to bring them to the next level. When looking back over his time with us, he is proud of what he has been able to accomplish, and the impact he has made to improve the quality of work on our crews.

### **OUR STARTUP PLAN**

This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving your property. **Together, we will check off the tasks as they are completed over the first 30, 60, and 90 days** of service, as a way for you to measure our team's performance.

FIRST 30 DAYS
☐ Meet with District Manager to review 30 – 60 – 90 Day Plan
☐ Discuss with District Manager our "Approach to Services" and "Service Map"
Complete an irrigation audit of the entire system
Present irrigation deficiencies with plan for corrections
Begin maintenance – mowing, trimming, cutbacks, blowing and edging
<ul> <li>Spend significant amount of time cleaning up the areas that have been neglected (weeding beds and entrance features and detail work)</li> </ul>
Spot treat weeds in turf areas to be reclaimed
Discuss options for turf areas beyond reclamation
Continue weed control in planting beds
Begin bed separation trimming in all planting beds
Apply fertilizer to struggling shrubs and trees throughout the property
Begin insect and disease diagnosis on all plant material if applicable
Discuss removing severely declining plant material
Prepare proposals for replacing missing and dead shrub material throughout property
Perform first turf fertilizer application
Walk Property with District Manager to identify other areas of concern

#### DAYS 30-60

☐ Walk property with District Manager to evaluate improvements
Evaluate our "Approach to Services" and make any necessary adjustments
Continue irrigation maintenance and inspections
Continue routine maintenance – mowing, trimming, blowing and edging
Continue bed separation in all planting beds
Retreat turf weeds
Continue weed control applications throughout property
<ul> <li>Monitor and diagnose insect and disease problems in plant material throughout property and come up with a treatment plan</li> </ul>
Discuss options to improve "curb appeal" in high profile areas



#### **DAYS 60-90**

- ☐ Walk property with District Manager to evaluate improvements
- Assess results from actions taken in 30 day and 60 day plans
- Continue irrigation maintenance/inspections
- Continue turf weed applications as needed
- Continue weed control applications throughout property
- ☐ Treat any insect or disease issues diagnosed in plants or trees, upon approval
- Continue routine maintenance mowing, trimming, blowing and edging





#### **MOWING**

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance.
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leafs.
- Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- Various mowing patterns will be employed to ensure the even distribution of clippings and to
  prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore
  nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

#### **EDGING & TRIMMING**

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.



Landscape Main



#### **DEBRIS REMOVAL**

- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of
  object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster
  zones, dock areas, and construction sites).
- Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

#### **FERTILIZER**

- Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements.
- Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different
  growing seasons and environmental conditions. All sidewalks, roads, curbs, and patios will be
  swept clean of granular fertilizer after applications to minimize staining.

#### INSECT, DISEASE, & WEED CONTROL

- Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of Yellowstone Landscape.
- All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
- Yellowstone Landscape must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals.
- Access to a water source on the Client's property must be provided for use in spray applications.

Landscape Main 10

#### **SHRUBS**

- All pruning and thinning will be performed to retain the intended shape and function of plant
  material using proper horticultural techniques. Shrubs will be trimmed with a slight inward
  slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- Clippings are to be removed by Yellowstone Landscape following pruning.

#### TREE MAINTENANCE

- Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 10 feet above the ground is included.
- Palm Trees will have only brown or broken fronds removed at time of pruning.
- Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

#### **FERTILIZATION**

- Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
- Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

#### INSECT, DISEASE, & WEED CONTROL

- Plants will be treated chemically as needed to effectively control insect infestation and
  disease as environmental and horticultural conditions permit. In extraordinary cases where
  disease or pests resist standard chemical treatments, Yellowstone Landscape will offer
  suggestions regarding the best course of action.
- Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
- Yellowstone Landscape will maintain a log listing all applications and will have MSDS sheets available for each product used on the Client's property.
- The Client must provide access to a suitable water source on their property for use by Yellowstone Landscape in spray applications

Landscape Maint 11



#### **EDGING & TRIMMING**

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- "Weedeating" type edging will not be used around trees.

#### IRRIGATION SYSTEM SPECIFICATIONS

- Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
- Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
- Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.
- Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client's approval and billed accordingly.
- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.

#### **ANNUAL FLOWERS**

- Annual flower beds will be serviced to remove flowers that are fading or dead ("deadheading") to prolong blooming time and to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- "Flower Saver Plus®" (or comparable product)
  containing beneficial soil micro-organisms and rich
  organic soil nutrients, will be incorporated in the
  annual flower planting soil at the time of each flower
  change.
- Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

Landscape Maint 12

- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.





Landscape Main! 13



Landscape Main 14



Yellowstone Landscape is committed to providing a safe, healthy environment free from recognized hazards for all of our employees, clients, vendors and other visitors. We recognize that safety must start at the top and must involve **ALL** of our employees, whether on company property, on the road, or on the job site. This is the only way to help prevent accidents that can result in painful injuries, permanent disabilities or even death.

As part of our commitment to safety excellence, Yellowstone Landscape has implemented a comprehensive safety program. We regularly discuss safety issues with our employees, provide safety awareness training, and conduct hazard audits of our own operations. Our Executive Vice President leads an active Safety Team that develops safety responsibilities, safety rules and procedures that must be followed. Adherence to these rules is an absolute requirement of employment at Yellowstone Landscape.

Our company promptly and thoroughly investigates all accidents, on-the-job injuries or illnesses, and "near-miss" to their supervisor as soon as possible. We also require a prompt reporting of hazards and potential hazards and encourage employees to share their safety suggestions and concerns with us in order to ensure a safe workplace for everyone.

#### Safety - It's Everyone's Responsibility

Yellowstone Landscape understands that safety is everyone's responsibility. That's why ALL employees are involved in the safety program, including: Leadership Team, Field Management, Crew Leaders and Administrative Employees.

#### Leadership Team

Management's most important safety responsibility is to lead by example and set the tone for a safe working environment throughout our company. Management's responsibilities also include:

- Making a full commitment to safety that starts at the top.
- Communicating our company's commitment to safety in a way that encourages all to share this commitment.
- Establishing safety policies and procedures and ensuring that they are implemented.
- Ensuring that all company safety rules are strictly enforced.
- Provide support for our safety program.
- Ensuring that supervisors are properly trained and held accountable for their safety responsibilities.
- Ensuring that all employees are trained in a language and manner that they understand.
- Complying with OSHA and other regulatory requirements.
- Encouraging all employees to "think safety" at all times and apply it daily to their own individual positions.
- Taking prompt corrective action on hazards and potential hazards and empowering others to take action.
- Initiating prompt accident investigation, documentation and follow-up, including follow-up on "near miss" incidents.



- Regularly reviewing all accidents, on-the-job injuries or illnesses, and near miss incidents with supervisors and other employees.
- Regularly evaluating the effectiveness of our safety program and making changes when needed.
- Promoting our company as a safe company to customers and the public.

#### Field Management

Our supervisors are a critical link between management and our non-supervisory employees. Our supervisors' safety responsibilities include:

- Supporting and communicating our company's commitment to safety.
- Reviewing and understanding company safety policies and procedures.
- Enforcing all safety rules in a fair, consistent manner.
- Providing appropriate safety training to employees in a language that they understand before
  they begin their duties.
- Ensuring that employees are properly trained and certified before operating vehicles or equipment
- Documenting (in writing) attendance at all safety meetings.
- Regularly inspecting vehicles, equipment and job sites to identify potential unsafe conditions and work practices.
- Ensuring that workers use appropriate Personal Protective Equipment (PPE) as required.
- Promptly investigating and recording all accidents, on-the-job injuries or illnesses, near misses, and reports of hazards.
- Ensuring that all injuries receive prompt and appropriate medical attention.
- Documenting (in writing) all disciplinary actions taken against employees who violate safety rules.
- Ensuring that tools, equipment, vehicles, facilities and job-site work areas are safely secured during non-use periods.

#### Crew Leaders

Our crew leaders are responsible for ensuring that their crews operate safely by:

- Understanding company safety policies and procedures.
- Regularly inspecting vehicles, equipment and job sites to identify potential unsafe conditions and work practices.
- Ensuring that workers use appropriate Personal Protective Equipment (PPE) as required.
- Ensuring that tools, equipment, vehicles, facilities and job-site work areas are safely secured during non-use periods.
- Promptly reporting any accidents, on-the-job injuries or illnesses, or near miss incidents.



#### All Employees

All employees are responsible for:

- Complying with all company safety rules and policies.
- Working safely at all times and encouraging coworkers to do the same.
- Always using Personal Protective Equipment (PPE) as required.
- Promptly reporting any hazards or potential hazards to their supervisor or another manager.
- Promptly reporting any accidents, on-the-job injuries or illnesses, or near miss incidents.
- Participating in safety training sessions and safety meetings.
- Complying with all hazard warning signs.
- Keeping safety guards and shields in place and not operating equipment if safety devices have been removed or disabled.
- Conducting pre-trip and post-trip vehicle/equipment inspections.
- Maintaining vehicles and equipment in good working condition.
- Operating vehicles and equipment in a safe manner and only after being properly trained.
- Practicing good housekeeping to reduce the risk of injury to others.
- Making suggestions to management about how we can be safer.

#### Teams - Risk Control & District Safety Task Force

Yellowstone Landscape has two main teams that oversee and ensure all safety policy and rules are abided by, and include:

#### Yellowstone Landscape Risk Control Team

Will meet one time per quarter and more often as needed. This team will review the company's overall risk control components including safety statistics and incidents, fleet and facilities initiatives, and disaster recovery plans. The risk control team will be responsible for driving forward initiatives as mandated by management and the corporate insurance companies as well as making recommendations for additional training and safety resources.

#### Local Safety Task Force

Will meet at least one time per month. This task force will review the local area's risk control initiatives and safety records. This task force will also prepare risk control recommendations for the quarterly Risk Control Team meetings. The Local Risk Control Liaison will be responsible for ensuring that the other components of risk control such as disaster recovery planning, subcontractor insurance agreements, and fleet and facilities requirements are followed through in the local area as well as communicating local recommendations to the Risk Control Team.



#### General Safety Rules

We are committed to maintaining a safe working environment and to reducing the risk of injury to our employees, customers, subcontractors, and the general public. In an effort to do that, Yellowstone Landscape has established the following safety rules, which all employees must follow. This list of rules is provided for convenience and is not intended to cover all aspects of safety conduct and behavior. Disregard for our company's safety rules is grounds for disciplinary action, including possible termination. If you are injured while working, notify your crew leader or other supervisor. He/she will see to it that you receive proper first aid and medical attention. Your supervisor will ensure that records are kept. All injuries, no matter how minor, must be reported so that they do not become more complicated or infected. All employees must abide by the following requirements:

#### Before Starting a Job

- Inspect work areas, equipment, and job sites for hazards before starting your work each day.
   Immediately report any unsafe conditions to your supervisor so that corrections can be made before you start work.
- Understand when hand signals are required. Make sure you thoroughly understand the signals before beginning a job. When in doubt, ask. Only one person at a time can give hand signals, and that person must be in a position to have a clear, unobstructed view.
- Do not work underneath or over others without first notifying them and seeing that the proper safeguards are in place.

#### Dress

- When appropriate, dress according to our job standards. If you are working in the field, this
  includes: long pants and long-sleeved shirts; socks; boots or shoes (depending on the
  activity) with sturdy, nonslip soles (steel-toed boots for landscape construction and
  specified maintenance work); chemical-protection clothing and footwear when handling
  chemicals; and a hat for sun protection during the hot summer months. Tennis shoes,
  sandals, and other lightweight shoes are not allowed at any time.
- Do not wear jewelry, drawstrings, or loose or frayed clothing when operating or working near powered machinery or equipment.
- Know that hard hats must be worn around all building construction and wherever a
  potential overhead hazard exists.
- Wear a safety vest at all times.

#### General

- Think safety at all times. Do not distract coworkers or engage in roughhousing, horseplay, fights, or similar activities that increase the chances of an accident.
- Do not take shortcuts and do not run.
- Do not allow children on job sites.



- Always use the Personal Protective Equipment (PPE) safety glasses, goggles, earplugs, gloves, hard hats, etc. - that has been assigned for the particular task. If your Personal Protective Equipment (PPE) does not fit properly, immediately tell your supervisor so that it can be replaced.
- Immediately report all accidents, on-the-job injuries or illnesses, and near miss incidents to your supervisor or another manager. Know the location of first-aid kits and who and how to call for emergency medical help.
- Always use appropriate fall protection if not working at ground level.
- Ensure that all loads are covered with a tarp and secured, and that the truck can handle the weight of the load.
- Report wet conditions on hills or other slopes to your supervisor for an evaluation before mowing.
- Tobacco use is not permitted on company property, in company vehicles, or on company
  job sites at any time.
- Only use chemicals if you have been properly trained in their use. Store chemicals in their
  original container and in their proper locked location. Do not eat, drink, or smoke when
  handling chemicals or when working in areas where chemicals are stored.
- Know that our company has a drug and alcohol-free workplace policy.
- Do not bring weapons of any kind onto our property, into company vehicles, or onto job sites.
- Lift correctly to avoid sprains, strains, and back injuries. Always lift within your limits and never lift or move an object that weighs 50 pounds or more by yourself. Seek assistance from a coworker for heavy loads. You also must comply with our company's stretching program standards.
- Practice good housekeeping at all times. Keep your work area and job sites free of objects
  and debris that could be tripping hazards. Do not allow oil, water, or other substances to
  remain on floors so they become slip hazards. Return all tools and equipment to their
  proper location at the end of the day.
- Follow our company's procedures in the event of an emergency. Become familiar with the
  location of fire extinguishers, emergency exits, and so on. Know how to call for outside
  emergency help. Do not block exits, fire doors, fire extinguishers, gas meters, or electrical
  panels at any time.

#### Equipment

- Only operate vehicles and equipment after you have been trained. Use seat belts
  whenever available. When you are on equipment (such as a zero-turn mower) with a roll
  bar that is in the folded down position. If you must fold down a roll bar, return it to its
  upright and locked position as soon as possible.
- Do not remove or disable guards, shields, or other safety devices unless you have been authorized to do so. Never bypass a safety device.
- Promptly report any missing or damaged safety devices to your supervisor. Do not
  operate equipment with missing or defective safety devices until they have been replaced.



- Only repair equipment if you are authorized to repair it. Ensure that our company's
  written lockout/tag out procedures are followed before any cleaning, adjustments, or
  repairs begin.
- Personal use of company vehicles or equipment is not permitted.
- Never ride or let a passenger ride in the bed of a truck, in the bucket of a skid-steer loader, or on the forks of a lift truck.
- Do not allow passengers on any equipment and do not allow unauthorized persons (noncompany employees, relatives, friends, etc.) to operate company vehicles or equipment.
- Turn off vehicles and equipment when they are not in use. Take the keys with you. Do not leave equipment unattended.
- Never stand between two pieces of equipment or under any hoisted equipment or material.
- Do not use a cell phone when operating vehicles or equipment unless it is an emergency
  and you cannot safely stop to call for emergency help. Also, do not engage in other unsafe
  activities (such as taking notes, reading maps, etc.) when operating vehicles or equipment.
- Use cones, barricades, and other warning devices provided when working in traffic areas.
   Do not park vehicles or equipment where they are likely to be struck by other vehicles or equipment.



#### Safety Training Protocols

**Onboarding** – At the time of onboarding the employee is required to read the safety guide to become familiar with our safety policies and protocols which includes proper use of equipment, general safety rules and disciplinary actions regarding safety violations. Upon completion the employee is required to complete a safety quiz to determine comprehension of the information. Any questions answered incorrectly are then discussed with the employee to better explain and educate them on the safety requirements. PPE is given to each new employee and their proper use covered.

**Equipment Training and Competency** – Before an employee is given a piece of equipment to operate, they are assessed by their immediate supervisor or the shop manager as to their level of competency. If they do not show the level of competency required to operate the equipment, they are then trained on the operation and safety features of the equipment. No employee is allowed to operate equipment if they do not display full competency.

Weekly Safety Training – Branches are required to hold a weekly tailgate safety talk. Meetings are to be scheduled in advance and topics approved by the Branch Manager. Branches are also allowed to hold bi-weekly meetings on two topics per training with the approval of the Field Support Office Safety Team. A total of four topics per month are required. Mandatory topics are rolled out monthly for the upcoming month's trainings. Content is provided in both English and Spanish. Documentation of each safety training is uploaded into our cloud files.

**Monthly Safety Training** - Branches are required to hold a monthly safety meeting for all management level personnel including mechanics. Safety reports pertinent to incidents for the month and covering DART and TRIR are provided. Management and crew trainings for the upcoming month are rolled out during these meetings.

**Semi-Annually or Annually** – Safety Rodeos are held at each branch every 6-12 months. Equipment use and safety features, first aid, PPE use, truck and trailer safety, Defensive Parking, and chemical safety are some of the required topics. Branches also provide additional training on areas pertinent to their branch operations.

**Follow Up Training** – In the case of an incident the branch is required to share the incident with the crews and cover what happened and how it could have been prevented. Employees are reminded of our PPE requirements and retrained on the topic relative to the incident.

## **SERVICE MAP**

The image below depicts the boundaries of the serviceable areas of your landscape as understood for the purposes of developing this proposal.



#### **REFERENCES**

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.



#### **PROJECT NAME:**

Hammock Beach Resort

#### CLIENT SINCE:

2002

#### **SERVICES PROVIDED:**

Landscape Maintenance, Landscape Design, Landscape Enhancement

#### **CLIENT CONTACT:**

#### **Carlton Grant**

Regional Managing Director

Hammock Beach Resort 200 Ocean Crest Dr. Palm Coast, FL 32137

P: 407-396-3181

E: cgrant@hammockbeach.com



#### **PROJECT NAME:**

Ocean Palms HOA

#### **CLIENT SINCE:**

2019

#### **SERVICES PROVIDED:**

Landscape Maintenance, Landscape Design, Landscape Enhancement

#### **CLIENT CONTACT:**

#### Maria Czmyr

Association Manager

230 San Nicolas Way St Augustine, FL 32080

P: 904-461-9708

E: mczmyr@maymgt.com



#### **PROJECT NAME:**

Madeira CDD St. Augustine

#### **CLIENT SINCE:**

2018

#### **SERVICES PROVIDED:**

Landscape Maintenance, Landscape Design, Landscape Enhancement

#### **CLIENT CONTACT:**

#### Lesley Gallagher

Senior District Manager

Rizzetta & Company 2806 North Fifth Street, Unit 403

St. Augustine, FL 32084

P: 904-436-6270
E: lgallagher@rizzetta.com

#### **REFERENCES**

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.

**PROJECT NAME:** 

Samara Lakes HOA

**CLIENT SINCE:** 

2021

**SERVICES PROVIDED:** 

Landscape Maintenance, Irrigation Maintenance, Fertilizer Landscape Design, Landscape Enhancement

**PROJECT NAME:** 

Heritage Park CDD

**CLIENT SINCE:** 

2012

**SERVICES PROVIDED:** 

Landscape Maintenance, Irrigation Maintenance, Fertilizer Landscape Design, Landscape Enhancement

**PROJECT NAME:** 

Eagle Lake HOA

**CLIENT SINCE:** 

2019

**SERVICES PROVIDED:** 

Landscape Maintenance, Irrigation Maintenance, Fertilizer Landscape Design, Landscape Enhancement

PROJECT NAME:

Woodhaven Condominium

**CLIENT SINCE:** 

2014

**SERVICES PROVIDED:** 

Landscape Maintenance, Irrigation Maintenance, Fertilizer Landscape Design, Landscape Enhancement

**CLIENT CONTACT:** 

**Emily Shannon** 

Association Manager

First Service Residential

St Augustine, FL

P: 904-607-7439

E: emily.shannon@fsresidential.com

**CLIENT CONTACT:** 

Rich Gray

**Operations Manager** 

Riverside Management Services

St Augustine, FL

P: 904-288-7667

E: RGray@rmsnf.com

CLIENT CONTACT:

Joe Rizzo

**Board President** 

Eagle Lake HOA

Palm Coast, FL

P: 845-222-1434

E: fuzz152@aol.com

**CLIENT CONTACT:** 

Joe Cinesi

Board Member/Landscape Committee

Woodhaven Condominium

Palm Coast, FL

P: 904-599-5968

E: jc052014@cfl.rr.com

## CDD & Community Landscape Maintenance

We are proud of our partnerships with many of Northeast Florida's most respected communities and Community Development Districts. Below is a selection of some of the districts and communities currently being served by our team members.



Project Name	Contact Information		Annual Contract Amount
Palm Coast Park CDD	Clint Smith,	GMS 6-931-4496	>250,000
Deer Run CDD	Rich Gray,		>130,000
Heritage Park CDD & Master	Rich Gray,		>150,000
Madeira CDD		Rizzetta & Company 4-436-6270	>100,000
Grand Haven CDD		Grand Haven CDD 36-447-188	>50,000
Parkland Preserve CDD		Vesta Property Services 1-263-0132	>50,000
St Augustine Lakes CDD	Jim Oliver, 90	<b>GMS</b> 4-940-5850	>75,000
City of Ormond Beach		City or Ormond Beach 6-676-3286	>1,500,000
City of St Augustine		City of St Augustine 4-576-7707	>130,000
Putnam County		Putnam County 6-329-0205	>140,000
Hammock Beach Resort		Hammock Beach Resort 7-396-3181	>600,000
Ocean Palms Community		MAY Management Services 4-461-9708	>90,000
Woodhaven Condominium		Woodhaven Condominium 4-599-5968	>90,000



To Whom it may concern,

Riverside Management Services has had a long outstanding working relationship with Yellowstone Landscape. As an Operations Manager of several CDD communities, I have had the pleasure of working with Yellowstone for many years and they maintain several of the properties I oversee. They currently manage and maintain properties for us in Bunnell, St. Augustine and Jacksonville. They have a very responsive management team. The management teams for Yellowstone Landscape care for the properties they maintain and has the properties best interest in mind. The crews are very professional and efficient while working very hard to get the job done every day. I have worked with a lot of different landscaping companies throughout the last 15 years and Yellowstone Landscape is by far the best landscaping company to work with.

If you are in need of a great landscaping company, I would recommend Yellowstone, and they would be my first choice.

Thanks,

Christopher Hall

Operations Manager

Riverside Management Services

904-657-9211

# Clint Smith Consulting, LLC Project Management and Development Services 8 Cadillac Place Palm Coast, FL 32137

September 8, 2022

Re: Letter of Recommendation for Yellowstone Landscape

To Whom It May Concern:

Yellowstone Landscape has constructed and maintained both landscape and hardscape improvements in several of our communities for many years. I have personally worked with representatives of their company since 1998.

Yellowstone is currently performing landscape maintenance within our Palm Coast Park project. Palm Coast Park is a 4700 acre mixed use community with a 7 mile long Linear Park constructed along US Highway No. 1. These facilities consist of a multiuse path, elevated wooden walkways and landscaping. Maintenance also includes subdivisions within the development. Yellowstone has been responsible for landscape maintenance through the Palm Coast Park Community Development District since 2007.

Throughout the 18 years that I have worked with Yellowstone's staff, I have found them to be professional, courteous, responsible and proactive. They have always performed above our expectations. I would give them my highest recommendation.

Sincerely.

Clinton F. Smith

## ARENDALE HOLDINGS, INC.

1548 The Greens Way, Suite # 6 Jacksonville Beach, FL 32250 (904) 482-1100 office / (904/ 759-1395 Mobile

September 9, 2022

Re: Yellowstone Landscaping

To Whom It May Concern:

I would like to thank Drew Baltz, at Yellowstone Landscaping for being such a capable, competent maintenance contractor and a pleasure to do business with. I have completed several projects with the Yellowstone team (including the Madeira CDD), they have provided service beyond expectations. I can say that I trust that Yellowstone to complete projects on time, within budget and to the standards required in the industry.

Yellowstone can provide the manpower and equipment needed for any size project, the managers at Yellowstone are solutions oriented and have continually brought this mind set to each project that they have undertaken on my behalf.

My experience with Yellowstone has consisted both for new construction and landscape maintenance. The current work at our Madeira community includes drainage, irrigation, wells, tree planting, shrubbery, grassing, as well overall maintenance; fertilizing, chemical applications, mowing, trimming and general clean-up.

In the future I plan on continuing to use Yellowstone and would recommend them to others.

Sincerely,

Douglas G. Maier

Arendale Holdings, Inc.

Douglas G. Maier

#### Gardens at Hammock Beach CDD - Landscape Maintenance Services

#### Price Form

TASK	Phase1	Phase 3	
Turf Care	Annual Maintenance Cost	Annual Maintenance Cost	
Mowing/Edging/Trimming	47164	11792	
Weed/Disease Control	Included in Fertilization	Included in Fertilization	
Fertilization	2976	744	
Pest Control	Included in Fertilization	Included in Fertilization	
pH Adjustment	Minor Adjustments Included in Fertilization	Minor Adjustments Included in Fertilization	
Shrubs/Groundcover Care	Annual Maintenance Cost	Annual Maintenance Cost	
Pruning	5088	No Shrubs on Plans	
Weed Control	Included in Pruning	No Shrubs on Plans	
Fertilization	1890	No Shrubs on Plans	
Pest/Disease Control	Included with Shrub Fertilization	No Shrubs on Plans	
Mulching	1770	No Shrubs on Plans	
pH Adjustment	Minor Adjustments Included in Fertilization	Minor Adjustments Included in Fertilization	
Tree Care Pruning Fer tilzation Pest Control Mulching pH Adjustment  Irrigation System Monitoring Monitoring Adjustments/Cleanings	Annual Maintenance Cost Included in Shrub Pruning Included with Shrub Fertilization Included with Shrub Pest Control  1080 Minor Adjustments Included in Fertilization  Annual Maintenance Cost Included with Monitoring	Annual Maintenance Cost  No Trees on Plans  No Trees on Plans  No Trees on Plans  No Trees on Plans  Minor Adjustments Included in Fertilization  Annual Maintenance Cost  No Irrigation on Plans  No Irrigation on Plans	
Litter Removal	Annual Maintenance Cost Included in Turf Care	Annual Maintenance Cost Included in Turf Care	Phase 1 & Phase 3 Tot
Total	62344	12536	74880
Misc. Items  Mulch - Price per yard installed \$5  Sod - Price per sq. foot installed, 52 St	9.00 Aug		

#### Notes:

Refer to the scope of services for the specific description and frequency of the services to be provided.

## PHASE 1 & 2 PRICING

CORE MAINTENANCE SERVICES	PRICE
Mowing Services Includes Mowing, Edging, String Trimming, Blowing & Property Policing	\$58,956
Prune / Detail Services Includes Shrub Pruning, Weed Removal, Tree Pruning Up To 10' & Clean-Up	\$5,088
Integrated Pest Management Includes Palm & Shrub Fertilization, Turf Fertilization, Pest Control Applications & Ant Treatments on Active Mounds	\$5,610
Irrigation Inspections Includes Adjusting Heads & Nozzles, Seasonal Clock Adjustments, Cleaning Out/ Maintaining Valve Boxes & Standard Irrigation Reports	\$2,376
Pine Bark Mulch (Per Year) Includes Bed Prep & Installation of 50 Yards	\$2,850
ANNUAL GRAND TOTAL	\$74,880
ADDITIONAL SERVICES (NOT INCLUDED IN ANNUAL GRAND TOTAL)	PRICE
Pine Bark Mulch (Per Cubic Yard) Includes Bed Prep & Installation	\$59
Palm Pruning (Standard) Recommended 1x Per Year	\$55
Palm Pruning (Specialty) Recommended 1x Per Year	\$69

ANNUAL GRAND TOTAL	\$74,880.00
MONTHLY GRAND TOTAL	\$6,240.00

## YOUR SERVICE CALENDAR

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

SERVICE	
Mowing & Detail Services	42
Pond Mowing	32
Pruning/Trimming	8
Weeding	24
IPM - Fertilization & Pest Control - St. Augustine	6
IPM - Fertilization & Pest Control - Tree & Shrubs	2
Mulch	1
Irrigation Inspections	12
Annual Flowers	Upon Request
Palm Pruning	Upon Request

CLIENT NAME:	GMS-NF, LLC
BILLING ADDRESS:	219 East Livingston Street Orlando, Florida 32801
PROPERTY CONTACT:	Jeremy LeBrun
PROPERTY CONTACT EMAIL:	Jlebrun@gmscfl.com
PROPERTY CONTACT PHONE:	407-613-2944
CONTRACT EFFECTIVE DATE:	January 01. 2025
CONTRACT EXPIRATION DATE:	December 31, 2025
INITIAL TERM:	One Year
PROPERTY NAME:	Gardens at Hammock Beach CDD
PROPERTY ADDRESS:	Buena Vista Blvd, Flagler Beach
CONTRACTOR:	Yellowstone Landscape, PO Box 849, Bunnell, FL 32110
YELLOWSTONE CONTACT:	Business Development Manager
YELLOWSTONE CONTACT EMAIL:	jdistler@yellowstonelandscape.com
YELLOWSTONE CONTACT PHONE:	386-237-8621
YELLOWSTONE SCOPE OF SERVICES:	The Client agrees to engage Yellowstone Landscape to provide the services and work as described.

Landscape Maint

## **AGREEMENT**

#### **COMPENSATION SCHEDULE:**

The Client agrees to pay Yellowstone Landscape an additional \$74,880.00 annually, in equal monthly installments billed in the amount of \$6,240.00 in addition to current agreement, upon receipt of invoice.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

Presented by: Yellowstone Landscape

Chr. alerth

**Accepted by:** Gardens at Hammock Beach CDD c/o GMS-NF, LLC

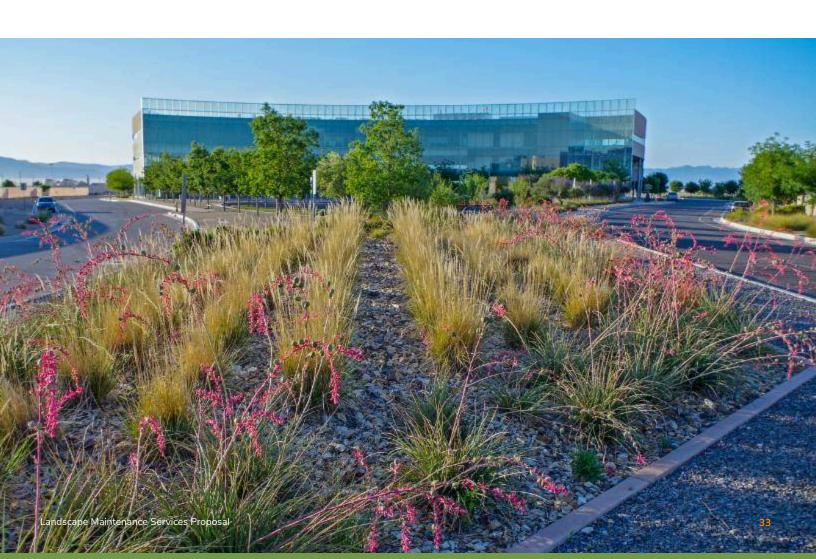
SIGNATURE

Jeremy LeBrun

Printed Name: Christopher Adornetti, Officer

Date: Not yet accepted

Printed Name: Jeremy LeBrun Date: Not yet accepted



#### **TERMS & CONDITIONS**

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality, and Working Conditions: The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim, or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional twelve (12) month term and will continue to renew at the end of each successive twelve (12) month unless canceled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on the preceding page of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. Our preferred payment method is ACH transfer. If Client chooses to pay by check or money order, payments should be mailed to the address indicated on the invoice.

Termination for Cause: It is agreed that either party may terminate this agreement given (30) thirty days' notice in writing. However, the following conditions must be met in order to substantiate the cancellation of the agreement. Yellowstone will be given 30 days written notice to correct any issues that the Client feels justify the cancellation of the agreement. Yellowstone must receive notification in writing that the issue has not been resolved to the established level of satisfaction prior to termination. Final billing will be prorated to reflect services rendered until the termination date. Please note that the equal monthly payment in no way represents the value of work performed in any given month. In the event of cancellation, the Client agrees to pay Yellowstone any amount above and beyond the payments for actual work performed.

Default: In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Jurisdiction: By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate. Should the parties not agree on the State of Florida as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses, and damages, whether in contract, tort, or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special, or punitive damages.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability, and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Warranty: Yellowstone's warranties shall not be in effect in the event of misuse, abuse or negligence by Client or any party affiliated with same. Additionally, Yellowstone's warranties shall not be in effect in the event of freeze, flood, fire and/or any other acts of God.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.





## THANK YOU FOR YOUR TRUST

We look forward to working with you!

YELLOWSTONELANDSCAPE.COM

## SECTION VI



Veranda Bay C/O SunBelt Land Management

Contact: Ken Belshe Address: P.O. Box 353460

City/State/Zip: Palm Coast, FL 32135-3460

Phone: 386-986-2411

Email: dferguson@sunbeltlandmgmt.com

This agreement, made by and between Lake Pros, LLC ("Contractor") and, SunBelt Land Management

**(**"Owner")

## -Lake Maintenance Agreement-

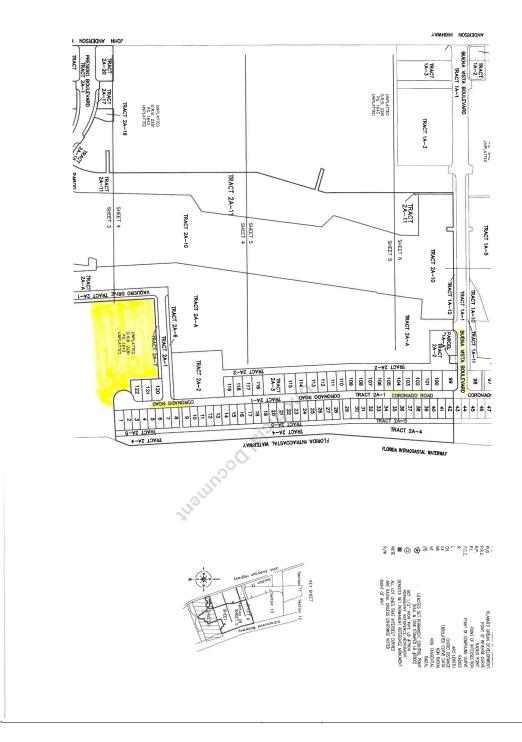
Monthly Lake Maintenance service for four (4) ponds. A minimum of twelve (12) service visits per year

- Algae and Aquatic Weed Control
- Border Grass and Brush Control
- Water testing (pH and Dissolved Oxygen)
- Underwater and Floating Vegetation Control
- Casual Debris and Trash Removal
- Treatment and Inspection Reporting
- Stormwater Structure Inspections & Grate Cleaning

Monthly Lake Maintenance: \$325.00 per month

Annual Investment: \$3,900.00 per year





#### Terms and Conditions:

- 1. LAKE PROS monthly treatments include EPA certified herbicides applications, beneficial bacteria, casual debris clean up, and structure monitoring. Services outside of the maintenance scope will be subject to a one-time fee that is agreed upon by the CUSTOMER in writing.
- 2. Debris clean-up is limited to casual debris: such as cups, cans, bags, and other non-natural materials along the shoreline. Debris Clean-up service does NOT include extensive debris and trash cleanup in the event of a major storm event. (Example: Hurricane). Does NOT include construction debris, tires, shopping carts, and other large, discarded debris.
- 3. This agreement shall automatically renew for its original term on the anniversary starting date of this contract. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing.
- 4. Invoices submitted for work completed shall be paid within 30 days of receipt. If payment has not been received within 30 days, invoices will accrue an interest at 2% per month. After two consecutive months without receiving payment, the account will be put on hold.
- CUSTOMER understands that the annual investment amount has been spread out over a twelve-month period. If the CUSTOMER puts the account on hold, or LAKE PROS puts the account on hold due to lack of payment, an additional start-up fee may be required.
- 6. LAKE PROS will maintain insurance coverage, which includes General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense.
- 7. The Customer agrees to inform LAKE PROS in writing if any lake or pond areas have been, or are scheduled, to be mitigated (planted with required or beneficial aquatic vegetation). Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of the agreement.
- 8. If at any time during the agreement, the customer is not satisfied with LAKE PROS service, the customer can cancel the agreement with a 30-day written notice.
- 9. Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. LAKE PROS will notify the customer of such restriction. It shall be the customer's responsibility to observe the restrictions throughout the required period. The customer understands and agrees that, notwithstanding any other provision of the agreement, LAKE PROS does not assume any liability for failure by any party to be notified of, or to observe. The above regulations.
- 10. LAKE PROS shall not be responsible for acts beyond our control. These include, but aren't limited to, adverse weather conditions, Acts of God, Strikes, government regulations or order, acts of vandalism, theft or third-party actions.
- 11. The customer warrants that he or she is authorized to execute the water management agreement on behalf of the riparian owner and to hold LAKE PROS harmless for consequences of such service not arising out of the sole negligence of LAKE PROS.
- 12. LAKE PROS agrees to hold the customer harmless from any loss, damage, or claims arising out of the sole negligence of LAKE PROS. However, LAKE PROS shall in no event be liable to the customer or others indirect, special or consequential damages resulting from any cause whatsoever.
- 13. Water use restrictions ensuing treatment are rarely required. If required, LAKE PROS will notify the customer in writing. LAKE PROS will not be held responsible if customer fails to follow water use restrictions.

#### **Customer Acceptance:**

"OWNER"		"CONTRACTOR" Lake Pros, LLC					
Signature:	Signature:						
Print:	Print:						
Date:	Date:						

3885 Shader Road, Orlando, Florida 32808

## **SECTION VII**



951 Yamato Road • Suite 280 Boca Raton, Florida 33431 (561) 994-9299 • (800) 299-4728 Fax (561) 994-5823 www.graucpa.com

September 9, 2024

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

We are pleased to confirm our understanding of the services we are to provide Gardens at Hammock Beach Community Development District, Flagler County, Florida ("the District") for the fiscal year ended September 30, 2024. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Gardens at Hammock Beach Community Development District as of and for the fiscal year ended September 30, 2024. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2024 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, 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. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding 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 will 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.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

1) Compliance with FL Statute 218.39 (3) (c)

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Examination Objective**

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

#### **Other Services**

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

#### **Management Responsibilities**

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

#### Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which 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 the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSCFL.COM, PH: (407) 841-5524.

Our fee for these services will not exceed \$5,000 for the September 30, 2024 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued. This agreement is automatically renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2022 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Gardens at Hammock Beach Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,
Grau & Associates
Jos Du
Antonio J. Grau
RESPONSE:
This letter correctly sets forth the understanding of Gardens at Hammock Beach Community Development District.
By:
Title·





Peer Review Program

FICPA Peer Review Program Administered in Florida by The Florida Institute of CPAs

AICPA Peer Review Program Administered in Florida by the Florida Institute of CPAs

March 17, 2023

Antonio Grau Grau & Associates 951 Yamato Rd Ste 280 Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114 Review Number: 594791

## **SECTION VIII**

## SECTION C

## SECTION 1

Community Development District

Unaudited Financial Reporting August 31, 2024



## **Table of Contents**

1	Balance Sneet
2	General Fund
3	Debt Service Series 2024
4	Capital Projects Fund
5	Month to Month
6	Long Term Debt
7	Developer Contributions Schedule

## Community Development District Combined Balance Sheet

August 31, 2024

	C	General Fund	Debt Service 2024		C	apital Project Funds
Assets:						
Cash:						
Operating Account	\$	2,268	\$	-	\$	-
Due From Developer	\$	-	\$	-	\$	-
Due From Capital	\$	-	\$	-	\$	-
Prepaid Expenses	\$	-	\$	-	\$	-
Investments:						
Series 2024-01 AA1						
Reserve	\$	-	\$	347,084	\$	-
Revenue	\$	-	\$	584	\$	-
Capital Interest	\$	-	\$	99,248	\$	-
Acquisition & Construction	\$	-	\$	-	\$	20,953
Cost of Issuance	\$	-	\$	-	\$	1,933
<u>Series 2024-02 AA2</u>						
Reserve	\$	-	\$	618,856	\$	-
Revenue	\$	-	\$	4,012	\$	-
Capital Interest			\$	681,694	\$	-
Acquisition & Construction	\$	-	\$	-	\$	7,191,671
Cost of Issuance	\$	-	\$	-	\$	3,416
Total Assets	\$	2,268	\$	1,751,477	\$	7,217,973
Liabilities:						
Accounts Payable	\$	-	\$	-	\$	-
FICA Payable	\$	214	\$	-	\$	-
Total Liabilities	\$	214	\$	-	\$	-
Fund Balances:						
	¢	2.054	¢	1751477	¢	7 217 072
Unassigned	\$	2,054	\$	1,751,477	\$	7,217,973
<b>Total Fund Balances</b>	\$	2,054	\$	1,751,477	\$	7,217,973
Total Liabilities & Fund Balance	\$	2,268	\$	1,751,477	\$	7,217,973

## **Community Development District**

### **General Fund**

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

For The Period Ending August 31, 2024

	Adopted Prorated Budget Actual							
		Budget	Thru	08/31/24	Thru	ı 08/31/24	V	ariance
Revenues								
Developer Contributions	\$	80,430	\$	46,489	\$	46,489	\$	-
Total Revenues	\$	80,430	\$	46,489	\$	46,489	\$	-
Expenditures:								
General & Administrative:								
Supervisor Fees	\$	7,200	\$	5,400	\$	2,600	\$	2,800
FICA Expense	\$	551	\$	413	\$	199	\$	214
Engineering	\$	5,000	\$	3,750	\$	-	\$	3,750
Attorney	\$	5,000	\$	3,750	\$	3,122	\$	628
Dissemination	\$	3,500	\$	-	\$	-	\$	-
Arbitrage	\$	450	\$	-	\$	-	\$	-
Trustee Fees	\$	4,050	\$	-	\$	-	\$	-
Annual Audit	\$	3,300	\$	3,400	\$	3,400	\$	-
Management Fees	\$	36,750	\$	27,563	\$	27,563	\$	-
Information Technology	\$	750	\$	563	\$	563	\$	-
Website Maintenance	\$	500	\$	375	\$	375	\$	0
Telephone	\$	100	\$	75	\$	-	\$	75
Postage	\$	750	\$	563	\$	12	\$	550
Insurance	\$	6,119	\$	6,119	\$	5,785	\$	334
Printing & Binding	\$	500	\$	375	\$	864	\$	(489)
Legal Advertising	\$	5,000	\$	3,750	\$	231	\$	3,519
Other Current Charges	\$	610	\$	458	\$	434	\$	23
Office Supplies	\$	125	\$	94	\$	1	\$	93
Dues, Licenses & Subscriptions	\$	175	\$	175	\$	175	\$	-
Total Expenditures	\$	80,430	\$	56,821	\$	45,323	\$	11,498
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	1,167		
Fund Balance - Beginning	\$	-			\$	887		
Fund Balance - Ending	\$	-			\$	2,054		

## **Community Development District**

### **Debt Service Fund Series 2024**

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

For The Period Ending August 31, 2024

	Adop	nted	Prorat	ed Budget		Actual		
	Bud			)8/31/24	Th	ru 08/31/24		Variance
				, ,		, ,		
Revenues:								
Interest	\$	-	\$	-	\$	10,274	\$	10,274
Total Revenues	\$	-	\$	-		\$10,274	\$	10,274
Expenditures:								
Interfund Transfer Out	\$	_	\$	_	\$	5,679	\$	(5,679)
meriana riansier out	Ψ		Ψ		Ψ	5,679	Ψ	(3,077)
Series 2024-01 AA1								
Interest Expense 11/1	\$	-	\$	-	\$	-	\$	-
Principal Expense 5/1	\$	-	\$	-	\$	-	\$	-
Interest Expense 5/1	\$	-	\$	-	\$	-	\$	-
Series 2024-02 AA2								
Interest Expense 11/1	\$	-	\$	-	\$	-	\$	-
Principal Expense 5/1	\$	-	\$	-	\$	-	\$	-
Interest Expense 5/1	\$	-	\$	-	\$	-	\$	-
Total Expenditures	\$	-	\$	-	\$	5,679	\$	(5,679)
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	4,596		
Other Financing Sources/(Uses):								
Bond Proceeds 2024-01 AA1	\$	_	\$	-	\$	446,332	\$	446,332
Bond Proceeds 2024-02 AA2	\$	-	\$	-	\$	1,300,550	\$	1,300,550
Total Other Financing Sources/(Uses)	\$	-	\$	-	\$	1,746,882	\$	1,746,882
Net Change in Fund Balance	\$	-			\$	1,751,477		
Fund Balance - Beginning	\$	-			\$	-		
Fund Balance - Ending	\$	-			\$	1,751,477		
runa Baiance Bianig	Ψ				Ψ	1,701,777		

## **Community Development District**

## **Capital Projects Fund**

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

For The Period Ending August 31, 2024

		Series		Series
	20	024-01 AA1	20	)24-02 AA2
Revenues				
Interest	\$	25,685	\$	42,137
Transfer In	\$	2,040	\$	3,638
Total Revenues	\$	27,725	\$	45,775
Town November	4	27,7.20	4	10,7.70
Expenditures:				
Capital Outlay	\$	4,367,636	\$	-
Capital Outlay - COI	\$	230,872	\$	335,138
m · In I'	Φ.	4 500 500		005400
Total Expenditures	\$	4,598,508	\$	335,138
Excess (Deficiency) of Revenues over Expenditures	\$	(4,570,783)	\$	(289,363)
	\$	(4,570,783)	\$	(289,363)
Excess (Deficiency) of Revenues over Expenditures  Other Financing Sources/(Uses)	\$	(4,570,783)	\$	(289,363)
Other Financing Sources/(Uses)		(4,570,783)		(289,363)
Other Financing Sources/(Uses) Transfer In/(Out)	\$	-	\$	(289,363)
Other Financing Sources/(Uses)  Transfer In/(Out) Bond Proceeds 2024-01 AA1	\$	(4,570,783) - 4,593,668	\$	- -
Other Financing Sources/(Uses) Transfer In/(Out)	\$	-	\$	(289,363) - - - 7,484,450
Other Financing Sources/(Uses)  Transfer In/(Out) Bond Proceeds 2024-01 AA1	\$	-	\$	- -
Other Financing Sources/(Uses)  Transfer In/(Out)  Bond Proceeds 2024-01 AA1  Bond Proceeds 2024-02 AA2	\$ \$ \$	- 4,593,668 -	\$ \$ \$	- - 7,484,450
Other Financing Sources/(Uses)  Transfer In/(Out)  Bond Proceeds 2024-01 AA1  Bond Proceeds 2024-02 AA2	\$ \$ \$	- 4,593,668 -	\$ \$ \$	- - 7,484,450
Other Financing Sources/(Uses)  Transfer In/(Out) Bond Proceeds 2024-01 AA1 Bond Proceeds 2024-02 AA2  Total Other Financing Sources (Uses)  Net Change in Fund Balance	\$ \$ \$	4,593,668 - <b>4,593,668</b>	\$ \$ \$	7,484,450 <b>7,484,450</b>
Other Financing Sources/(Uses)  Transfer In/(Out) Bond Proceeds 2024-01 AA1 Bond Proceeds 2024-02 AA2  Total Other Financing Sources (Uses)	\$ \$ \$	4,593,668 - <b>4,593,668</b>	\$ \$ \$	7,484,450 <b>7,484,450</b>
Other Financing Sources/(Uses)  Transfer In/(Out) Bond Proceeds 2024-01 AA1 Bond Proceeds 2024-02 AA2  Total Other Financing Sources (Uses)  Net Change in Fund Balance	\$ \$ \$	4,593,668 4,593,668 22,885.59	\$ \$ \$	7,484,450 <b>7,484,450</b>

## Community Development District Month to Month

		0ct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Revenues														
Developer Contributions	\$	9,130 \$	3,167 \$	3,167 \$	3,167 \$	- \$	11,124 \$	4,181 \$	- \$	6,954 \$	5,599 \$	- \$	- \$	46,48
Total Revenues	\$	9,130 \$	3,167 \$	3,167 \$	3,167 \$	- \$	11,124 \$	4,181 \$	- \$	6,954 \$	5,599 \$	- \$	- \$	46,48
Expenditures:														
General & Administrative:														
Supervisor Fees	\$	- \$	- \$	- \$	- \$	- \$	600 \$	- \$	600 \$	800 \$	600 \$	- \$	- \$	2,60
FICA Expense	\$	- \$	- \$	- \$	- \$	- \$	46 \$	- \$	46 \$	61 \$	46 \$	- \$	- \$	19
Engineering	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Attorney	\$	- \$	1,050 \$	- \$	336 \$	- \$	1,736 \$	- \$	- \$	- \$	- \$	- \$	- \$	3,12
Dissemination	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Arbitrage	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Trustee Fees	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Annual Audit	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	3,400 \$	- \$	- \$	- \$	3,40
Management Fees	\$	3,063 \$	3,063 \$	3,063 \$	3,063 \$	3,063 \$	3,063 \$	3,063 \$	3,063 \$	- \$	3,063 \$	- \$	- \$	27,56
Information Technology	\$	63 \$	63 \$	63 \$	63 \$	63 \$	63 \$	63 \$	63 \$	- \$	63 \$	- \$	- \$	56
Website Maintenance	\$	42 \$	42 \$	42 \$	42 \$	42 \$	42 \$	42 \$	42 \$	- \$	42 \$	- \$	- \$	37
Telephone	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Postage	\$	3 \$	1 \$	1 \$	- \$	4 \$	- \$	- \$	2 \$	- \$	1 \$	- \$	- \$	1
Insurance	\$	5,785 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,78
Printing & Binding	\$	- \$	- \$	- \$	- \$	- \$	- \$	33 \$	- \$	752 \$	79 \$	- \$	- \$	86
Legal Advertising	\$	- \$	- \$	- \$	- \$	- \$	31 \$	- \$	28 \$	172 \$	- \$	- \$	- \$	23
Other Current Charges	\$	39 \$	38 \$	38 \$	38 \$	40 \$	40 \$	40 \$	40 \$	40 \$	40 \$	40 \$	- \$	43
Office Supplies	\$	0 \$	0 \$	0 \$	- \$	0 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Dues, Licenses & Subscriptions	\$	175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	17
Total Expenditures	\$	9,169 \$	4,255 \$	3,206 \$	3,541 \$	3,211 \$	5,619 \$	3,240 \$	3,883 \$	5,225 \$	3,933 \$	40 \$	- \$	45,322
D (D 0 1 ) (D D	***	(00) 4	(4.000)	(00) 4	(054) *	(0.044)	5504 A	044 *	(0.000) A	4.500 A	4.665 A	(40) *		
Excess (Deficiency) of Revenues over Exp	penditures \$	(39) \$	(1,088) \$	(38) \$	(374) \$	(3,211) \$	5,504 \$	941 \$	(3,883) \$	1,730 \$	1,665 \$	(40) \$	- \$	1,167

## **Community Development District**

### **Long Term Debt Report**

### Series 2024-01 AA1, Special Assessment Revenue Bonds

Interest Rate: 4.8%, 5.875% Maturity Date: 5/1/2055

Reserve Fund Definition Maximum Annual Debt Service

Reserve Fund Requirement \$347,084 Reserve Fund Balance \$347,084

Bonds Outstanding - 06/18/24 \$5,040,000

**Current Bonds Outstanding** 

\$5,040,000

### Series 2024-012 AA2, Special Assessment Revenue Bonds

Interest Rate: 4.8%, 5.875% Maturity Date: 5/1/2055

Reserve Fund Definition Maximum Annual Debt Service

Reserve Fund Requirement \$618,856 Reserve Fund Balance \$618,856

Bonds Outstanding - 06/18/24 \$8,785,000

**Current Bonds Outstanding** 

\$8,785,000

## **Community Development District**

## **Developer Contributions/Due from Developer FY2024**

Funding Request			Check Amount		Total Funding		General Fund			General Fund	Over and (short) Balance Due		
#	11 opui ou	Received		imount		Request		Portion (23)		ortion (24)			
FY 2023						-		1		1			
25	9/19/23	10/4/23	\$	9,013.00	\$	9,013.00	\$	3,228.00	\$	5,785.00			
FY 2024													
26	10/17/23	10/31/23	\$	3,345.31	\$	3,345.31			\$	3,345.31	\$	-	
FY 2024													
27	11/21/23	12/6/23	\$	3,167.33	\$	3,167.33			\$	3,167.33			
FY 2024													
28	12/12/23	12/19/23	\$	3,167.33	\$	3,167.33			\$	3,167.33			
FY 2024													
29	1/12/24	1/23/24	\$	3,166.67	\$	3,166.67			\$	3,166.67			
FY 2024													
30	3/11/24	5/6/24	\$	11,123.73	\$	11,123.73			\$	11,123.73			
FY 2024													
31	4/29/24	5/23/24	\$	4,180.73	\$	4,180.73			\$	4,180.73			
FY 2024													
32	6/11/24	7/9/24	\$	6,954.42	\$	6,954.42			\$	6,954.42			
FY 2024													
33	8/2/24	8/21/24	\$	5,598.77	\$	5,598.77			\$	5,598.77			
Due from Develop	per		\$	49,717.29	\$	49,717.29	\$	3,228.00	\$	46,489.29	\$	•	

**Total Developer Contributions FY24** 

\$ 46,489.29

## SECTION 2

## **Gardens At Hammock Beach**

**Community Development District** 

Funding Request - #33
August 2, 2024

	Payee		eral Fund FY2024
1	Action Mail Services Inv#9076536	\$	751.74
2	Gannett Florida LocalIQ		
	Inv# 0006462374 - 5.17 Regular Meeting	\$	28.22
	Inv# 0006523911 - 7.19 FY24/25 Budget	\$	171.74
3	Governmental Management Services-CF, LLC		
	Inv# 129 - Management Fees - July 2024	\$	3,247.07
4	Supervisor Fees - 06/18/2024 Meeting		
	William Livingston	\$	200.00
	Clint Smith		200.00
	David Lusby	\$ \$ \$	200.00
	David Root	\$	200.00
	Supervisor Fees - 07/19/2024 Meeting		
	William Livingston	\$	200.00
	Clint Smith	\$	200.00
	David Lusby	\$ \$	200.00

\$ 5,598.77

Please make check payable to:

**Gardens at Hammock Beach CDD** 

6200 Lee Vista Boulevard, Suite 300 Orlando, FL 32822

#### **Action Mail Services**

2441 Orlando Central Parkway Orlando, FL 32809 +1 4078559277 accounting@actionmailservices.com http://www.actionmailservices.com



9076536

751.74

751.74

\$751.74

00.0

INVOICE

#### **INVOICE**

BILL TO

Gardens At Hammock Beach CDD	DATE TERMS DUE DATE	06/20/2024 Net 30 07/20/2024	
DESCRIPTION		QTY	AMOUNT
Gardens At Hammock Beach CDD			
Data Conversion From Client's Files, Address Updating, Duplicate Analysis, Zip+4 Correct CASS Certification	ing,	1	225.00
Inkjet addresses, prepare, sort, tray, tag and deliver to post office		0	0.00
Automated Folding and inserting		0	0.00
Black and White Printing - 1/1 - Mail Merge - Letter		211	44.31
#10 Envelopes, Return Addressing		211	34.82
Gardens At Hammock Beach CDD - Re do			
Inkjet addresses, prepare, sort, tray, tag and deliver to post office		1	225.00
Automated Folding		1	0.00T
Automated Inserting		1	0.00T
Black and White Printing - 1/1 - Mail Merge - Letter		211	44.31
#10 Window Envelopes, Return Addressing		211	34.82
U.S. Postage, Handling and Postal Delivery - 1st class		211	143.48

SUBTOTAL

TAX (6.5%)

BALANCE DUE

TOTAL

Get \$10 Off Of Your Next Service By Leaving us a Google Review!!

2) If paying with a credit card, a 3% convenience fee will be applied.

pay all attorneys' fees and court costs in such collection efforts.

1) 10% finance fee may be added for invoices open past 30 days.
 2) If any unpaid balance must be collected by an attorney, the customer agrees to

Payment Terms: Net 15 days

# Form W-9 (Rev. October 2018)

(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

- Troing		mstructions and the latest information	·
	1 Name (as shown on your income tax return). Name is required on this lin	e; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above		
	Action Mail Services	•	
n page 3.	Check appropriate box for federal tax classification of the person whose following seven boxes.		certain entities, not individuals; see instructions on page 3);
. s	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corpora single-member LLC	adon i Partnership i trust/estate	
ype	Limited liability company. Enter the tax classification (C=C corporatio	n 6 6 communition D Destruction	Exempt payee code (if any)
Print or type. Specific Instructions on page	Note: Check the appropriate box in the line above for the tax classified LLC if the LLC is classified as a single-member LLC that is disregarded another LLC that is not disregarded from the owner for U.S. federal it is disregarded from the owner should check the appropriate box for the content of the cont	cation of the single-member owner. Do not checked from the owner unless the owner of the LLC if ax purposes, Otherwise, a single-member LLC to	s tree tree tree tree tree tree tree tre
S.	☐ Other (see instructions) ▶		(Applies to accounts maintained outside the U.S.)
Sp	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's nam	ne and address (optional)
See	2441 Orlando Central Plenes		
,	6 City, state, and ZIP code		
	7 List account number(s) here (optional)		
Part			
Enter y	our TIN in the appropriate box. The TIN provided must match the report withholding. For individuals, this is generally your social security re	name given on line 1 to avoid Social	security number
resider	t alien, sole proprietor, or disregarded entity, see the instructions f	or Part I, later, For other	
entities	, it is your employer identification number (EIN). If you do not have	a number, see How to get a	
TIN, lat		or	
Note: I	f the account is in more than one name, see the instructions for line	e 1. Also see What Name and Employ	er identification number
NUTTIDE	r To Give the Requester for guidelines on whose number to enter.	G 2	-15000
- Twister		8   5	-2568754
Part			
	penalties of perjury, I certify that:		
2. I am Servi	number shown on this form is my correct taxpayer identification nu not subject to backup withholding because: (a) I am exempt from I ce (IRS) that I am subject to backup withholding as a result of a fai nger subject to backup withholding; and	packup withholding, or (b) I have not been	notified by the Internal Revenue
3. l am	a U.S. citizen or other U.S. person (defined below); and	•	
	FATCA code(s) entered on this form (if any) indicating that I am exe	mpt from FATCA reporting is correct	
Certific you hav acquisit other th	ation instructions. You must cross out item 2 above if you have been e failed to report all interest and dividends on your tax return. For real ion or abandonment of secured property, cancellation of debt, contrib an interest and dividends, you are not required to sign the certification	notified by the IRS that you are currently suestate transactions, item 2 does not apply. I utions to an individual retirement arrangement	For mortgage interest paid, and (IRA), and generally, payments
Sign Here	Signature of U.S. person Mohammad Janmahamed	Date ► Q	01/2024
Gen	eral Instructions	Form 1099-DIV (dividends, including)	
Section	references are to the Internal Revenue Code unless otherwise	funds) • Form 1099-MISC (various types of	income, prizes, awards, or gross
noted.	developments Forthe latest information should be designed.	proceeds)	
related :	developments. For the latest information about developments to Form W-9 and its instructions, such as legislation enacted by were published, go to www.irs.gov/FormW9.	<ul> <li>Form 1099-B (stock or mutual fund transactions by brokers)</li> </ul>	sales and certain other
		<ul> <li>Form 1099-S (proceeds from real expenses)</li> </ul>	state transactions)
Purp	ose of Form	<ul> <li>Form 1099-K (merchant card and the</li> </ul>	nird party network transactions)
nforma	idual or entity (Form W-9 requester) who is required to file an ion return with the IRS must obtain your correct taxpayer	<ul> <li>Form 1098 (home mortgage interes 1098-T (tuition)</li> </ul>	t), 1098-E (student loan interest),
	ation number (TIN) which may be your social security number adividual taxpayer identification number (ITIN), adoption	<ul> <li>Form 1099-C (canceled debt)</li> </ul>	
	r identification number (ATIN), or employer identification number	<ul> <li>Form 1099-A (acquisition or abando</li> </ul>	nment of secured property)
EIN), to	report on an information return the amount paid to you, or other reportable on an information return. Examples of information	Use Form W-9 only if you are a U.S alien), to provide your correct TIN.	•
	nclude, but are not limited to, the following.  1099-INT (interest earned or paid)	If you do not return Form W-9 to the be subject to backup withholding. See	
		later.	



ACCO	UNT NAME	ACCOUNT#	PAGE#	
Gardens At	Hammock Beach	464679 1 c		
INVOICE #	BILLING PERIOD	PAYMENT DU	E DATE	
0006462374	May 1- May 31, 2024	June 20, 2024		
PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL CASH AMT DU		
\$0.00	\$0.00	\$58.98	3	

#### **BILLING ACCOUNT NAME AND ADDRESS**

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

**5/8/24** 10120745

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.

BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@ccc.gannett.com

Tribune

FEDERAL ID 47-2390983

\$28.22

To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com.

DTB Flagler/ Palm Coast News

 Date
 Description
 Amount

 5/1/24
 Balance Forward
 \$30.76

 Package Advertising:

 Start-End Date
 Order Number
 Product
 Description
 PO Number
 Package Cost

9942306 - 5.17 Regular Meeting



JUN 1 1 2024

GMS-CF, LLC

As an incentive for customers, we provide a discount off the total invoice cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and Save!

Total Cash Amount Due \$58.98
Service Fee 3.99% \$2.35
\*Cash/Check/ACH Discount -\$2.35
\*Payment Amount by Cash/Check/ACH \$58.98
Payment Amount by Credit Card \$61.33

ACCOUN	TNAME	ACCOUNT	NUMBER	INVOICE	NUMBER	AMOUNT PAID
Gardons At Ha	mmock Beach	464	679	00064	162374	
DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL CASH AMT DUE
\$28.22	\$0.00	\$30.76	\$0.00	\$0.00	\$0.00	\$58.98
REMITTANCE ADDI	RESS (Include Account	# & Invoice# on check)	TO PAY WIT	H CREDIT CARD PL	EASE CALL:	TOTAL CREDIT CARD AMT DUE
				1-877-736-7612		\$61.33
	nnett Florida Loca PO Box 631244 nnati, OH 45263-		To sign up fo		and online paym l@gannett.com	ents please contact

#### AFFIDAVIT OF PUBLICATION

Stacie Vanderbilt Gardens At Hammock Beach 219 E Livingston ST # 1 Orlando FL 32801-1508

#### STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Flagler/Palm Coast NEWS-TRIBUNE, published in Flagler County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Flagler County, Florida, or in a newspaper by print in the issues of, on:

05/08/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 05/08/2024

Legal Clerk

Notary, State of WI, Lounty of Brown

My commission expires

**Publication Cost:** 

\$28.22

Order No:

10120745

# of Copies:

**Customer No:** 

464679

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

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, May 17, 2024, at 9:00 AM, 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.

Prone.

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

NT#10120745 May 08, 2024 1T

KAITLYN FELTY Notary Public State of Wisconsin



ACCO	UNT NAME	ACCOUNT#	PAGE#		
Gardens At	Hammock Beach	464679	1 of 1		
INVOICE #	BILLING PERIOD	PAYMENT DU	E DATE		
0006523911	0006523911 Jun 1- Jun 30, 2024		July 20, 2024		
PREPAY (Memo Info)	UNAPPLIED (included in amt due) TOTAL CASH A		MT DUE*		
\$0.00	\$0.00	\$199.9	6		

#### **BILLING ACCOUNT NAME AND ADDRESS**

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

#### 

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.

BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@ccc.gannett.com

FEDERAL ID 47-2390983

To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com.

Date	Description	Amount
6/1/24	Balance Forward	\$58.98
6/12/24	PAYMENT - THANK YOU	-\$30.76

Legal Advertising:

Date range	Product	Order Number	Description	PO Number	Runs	Ad Size	Net Amount
6/26/24	DTB Flagler/ Palm Coast	10299906	7-19 THE FY 2024/2025		1	2.0000 x 13	\$143.52
•	News Tribune		BUDGET			in	

Package Advertising:

Tackage Advertisi	ng.				
Start-End Date C	Order Number	Product	Description	PO Number	Package Cost
6/5/24 10	0223616	DTB Flagler/ Palm Coast News Tribune	Gardens at Hammock Beach Meeting Notice		\$28.22

### RECEIVED

JUL 1 2 2024

GMS-CF, LLC

As an incentive for customers, we provide a discount off the total invoice cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and Save!

Total Cash Amount Due \$199.96
Service Fee 3.99% \$7.98
\*Cash/Check/ACH Discount -\$7.98
\*Payment Amount by Cash/Check/ACH \$199.96
Payment Amount by Credit Card \$207.94

#### PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT **ACCOUNT NAME ACCOUNT NUMBER INVOICE NUMBER AMOUNT PAID** At Hammock Beach 0006523911 464679 CURRENT 30 DAYS 60 DAYS 90 DAYS 120+ DAYS UNAPPLIED TOTAL CASH AMT DUE\* DUE PAST DUE PAST DUE PAST DUE PAST DUE **PAYMENTS** \$28.22 \$0.00 \$0.00 \$199.96 \$171.74 \$0.00 \$0.00 TOTAL CREDIT CARD REMITTANCE ADDRESS (Include Account# & Invoice# on check) TO PAY WITH CREDIT CARD PLEASE CALL: AMT DUE 1-877-736-7612 \$207.94 Gannett Florida LocaliQ PO Box 631244 To sign up for E-mailed invoices and online payments please contact Cincinnati, OH 45263-1244 abgspecial@gannett.com

#### AFFIDAVIT OF PUBLICATION

Lauren Vanderveer Not specified 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 or she is the Legal Coordinator of The Flagler/Palm Coast NEWS-TRIBUNE, published in Flagler County, Florida; that the attached copy of advertisement, being a Classified Tab Legal CLEGL, was published on the publicly accessible website of Flagler County, Florida, or in a newspaper by print in the issues of, on:

06/26/2024, 07/03/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/03/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

**Publication Cost:** 

\$267.51

Tax Amount:

\$0.00 \$267.51

Payment Cost:

10299906

# of Copies:

Order No: Customer No:

464679

..

PO#:

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Please do not use this form for payment remittance.

KAITLYN FELTY Notary Public State of Wisconsin

#### GARDENS AT HAMMOCK BEACHCOMMUNITY **DEVELOPMENT DISTRICT**

NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2024/2025 BUDGET; NOTICE OF PUBLIC HEARING TO CONSIDER THE IMPOSITION OF OPERATIONS AND MAINTENANCE SPECIAL ASSESSMENTS, ADOPTION OF AN ASSESSMENT ROLL, AND THE LEVY, COLLECTION, AND ENFORCEMENT OF THE SAME; AND NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING.

#### Upcoming Public Hearings, Regular Meeting

The Board of Supervisors ("Board") for the Gardens at Hammock Beach Community Development District ("District") will hold the following two public hearings, and regular meeting:

Friday, July 19, 2024 12:30 PM

TIME: LOCATION:

Hilton Garden Inn Palm Coast 55 Town Center Boulevard

Palm Coast, FL 32164

The first public hearing is being held pursuant to Chapter 190. Florida Statutes, to receive public comment and objections on the District's proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("Rical Year 2024/2025"). The second public hearing is being held pursuant to Chapters 190 and 197, Florida Statutes, to consider the imposition of operations and maintenance special assessments ("O&M Assessments") upon the lands and maintenance special assessments ("Use Assessments") upon the lands located within the District, to fund the Proposed Budgel for Fiscal Year 2024/2025; to consider the adoption of an assessment roll; and, to provide for the levy, collection, and enforcement of assessments. At the conclusion of the hearings, the Board will, resolution, adopt a budget and levy 0.6M Assessments as finally approved by the Board, A Board meeting of the District will also be held where the Board may consider any other District business.

#### Description of Assessments

The District Imposes O&M Assessments on benefitted property within the District for the purpose of funding the District's general administrative, operations, and maintenance budget and providing the funds necessary to pay debt service on outstanding bonds as reflected in the District's debt service budget. A geographic depiction of the property potentially subject to the proposed O&M Assessments is identified in the map attached hereto. The table below shows the schedule of the proposed O&M Assessments, which are subject to change at the hearing:

Land Use	Total # of Units	ERU Factor	Proposed OSM Assessment (including collection costs / early payment discounts)
Platted	211 Units	1.0	\$1,000,00 Per Unit
Unplatted	124 Units	0,15	\$150,68 Per Unit

The proposed O&M Assessments as stated include collection costs and/or early payment discounts, which Flagler County ("County") may impose an assessments that are collected on the County Lax bill. Moreover, pursuant to Section 197,3632(4), Florida Statutes, the Ilen amount shall serve as the "maximum rate" authorized by law for O&M Assessments, such that no assessment hearing shall be held or notice provider future years unless the assessments are proposed to be increased or another criterion within Section 197.3632(4). Florida Statutes, is met. Note that the O&M Assessments do not include any debt service assessments previously levied by the District and due to be collected for Fiscal Year 2024/2025.

For Fiscal Year 2024/2025, the District Intends to have the County tax collector collect the assessments imposed on certain developed property, and will directly collect the assessments imposed on the remaining benefitted property by sending out a hill prior to, or during, November 2024, It is important to pay your assessment because failure to pay will cause a tax certificate to be issued against the properly which may result in loss of title, or for direct billed assessments, may result in a foreclosure action, which also may result in a loss of title. The District's decision to collect assessments on the tax roll or by direct billing does not proclude the District from later electing to collect those or other assessments in a different manner at a future time.

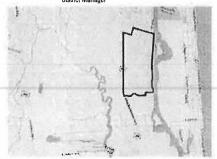
#### Additional Provisions

The public hearings and meetings are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Proposed Budget, proposed assessment roll, and the agenda for the hearings and meetings may be obtained at the offices of the District Manager, located at 219 E. Livingston Street, prinarios, Florida 32801, Ph. (407) 841-5524 ("District Manager's Office"), during normal business hours or by visiting the District's website at https://gardensathammockbeachedd.com. The public hearings and meetings may be continued to a date, time, and place to be specified on the record at the hearings or meetings. There may be occasions when staf or board members may participate by speaker telephone.

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

Please note that all affected property owners have the right to appear at the public hearings and meetings, and may also file written objections with the District Manager's Office within twenty days of publication of this notice, Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearings or meetings is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal

> Jeremy LeBrun Governmental Management Services - Central Florida, LLC



GARDENS AT HAMMOCK BEACH COMMUNITY DEVELOPMENT DISTRICT
BOUNDARY MAP

#### AFFIDAVIT OF PUBLICATION

Stacie Vanderbilt Gardens At Hammock Beach 219 E Livingston ST # 1 Orlando FL 32801-1508

#### STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of The Flagler/Palm Coast NEWS-TRIBUNE, published in Flagler County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Flagler County, Florida, or in a newspaper by print in the issues of, on:

06/05/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/05/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

**Publication Cost:** 

\$28.22

Tax Amount:

\$0.00

Payment Cost:

\$28.22

Order No:

10223616

# of Copies:

Customer No:

464679

PO #:

#### THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY 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 Tuesday, June 18, 2024, at 9:30 AM, 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 with the provisions of the pro the District Manager, at 219 East Livingston Street, Orlando, FL 32801, by calling 407-841-5524, during normal business hours, or via the District's website at <a href="https://gardens.athammackbeachcdd.com">https://gardens.athammackbeachcdd.com</a>. This meeting may be continued to a date, time, and place to be specified on the record at the reporting. the record at the meeting.

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

phone.
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 1-800-955-870, 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

10223616 6/5/2024 11

### **GMS-Central Florida, LLC**

1001 Bradford Way Kingston, TN 37763

# **Invoice**

\$3,247.07

**Balance Due** 

Invoice #: 129

Invoice Date: 7/1/24 Due Date: 7/1/24

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 - July 2024		3,062.50	3,062.50
Website Administration - July 2024		41.67	41.67
Website Administration - July 2024 Information Technology - July 2024		62.50	62.50
Office Supplies		0.06	0.06
Postage		1.29	1.29
Copies		79.05	79.05
		ALIAN PARTIES AND	
	Total		\$3,247.07
	Payments/0	redits	\$0.00

### **Attendance Confirmation** for **BOARD OF SUPERVISORS**

District Name:	Gardens at Hammock Beach CDD
Board Meeting Date:	June 18, 2024

	Name	In Attendance Please √	Fee Involved Yes / No
1	William Livingston		Yes (\$200)
2	Clint Smith	~	Yes (\$200)
3	David Lusby	(spotter)	Yes (\$200)
4	David Root	~	Yes (\$200)
5	Denise Bunch (Oath)		( )

The supervisors present at the above referenced meeting should be compensated accordingly.

**Approved for Payment:** 

District Manager Signature

\*\*RETURN SIGNED DOCUMENT TO District Accountant\*

### Attendance Confirmation for BOARD OF SUPERVISORS

District Name:	Gardens at Hammock Beach CDD	
Board Meeting Date:	July 19, 2024	

	Name	In Attendance Please √	Fee Involved Yes / No
1	William Livingston		Yes (\$200)
2	Clint Smith	/	Yes (\$200)
3	David Lusby		Yes (\$200)
4	David Root		Yes (\$200)
5	Denise Bunch (Oath)		( )

The supervisors present at the above referenced meeting should be compensated accordingly.

Approved for Payment:

District Manager Signature

7/14/14 Date

\*\*RETURN SIGNED DOCUMENT TO District Accountant\*