

**One Daytona  
Community Development District**  
12051 Corporate Boulevard, Orlando, FL 32817; 407-723-5900  
<https://www.onedaytonacdd.org/>

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The following is the proposed agenda for the upcoming Board of Supervisors' Meeting for the One Daytona Community Development District ("District"), scheduled to begin at **10:00 a.m. on Friday, December 13, 2019 at the International Motorsports Center, One Daytona Boulevard, Daytona Beach, FL 32114**. Questions or comments on the Board Meeting or proposed agenda may be addressed to Carol Harris at [HarrisCA@pfm.com](mailto:HarrisCA@pfm.com) or (407) 723-5900. A quorum (consisting of at least three of the five Board Members) will be confirmed prior to the start of the Board Meeting.

For those unable to attend in person, please use the conference call information:

Dial-In: 1-844-621-3956 (New)  
Access Code: 791 906 961 # (New)

### **BOARD OF SUPERVISORS' MEETING AGENDA**

#### **Organizational Matters**

- Roll call to confirm a quorum
- Public Comment Period

#### **Administrative Matters**

- 1) Consideration of the Minutes
  - a) Consideration of the Board of Supervisors' Meeting Minutes, July 19, 2019
  - b) Consideration of the Auditor Selection Committee Minutes, July 19, 2019
- 2) Ratification of the Auditors Engagement Letter
- 3) Matters Related to the Public Consumption Agreement
  - a) Consideration of Resolution 2020-01, Ratifying the District Entering into a License Agreement with the City Regarding the Public Consumption of Alcohol
  - b) Consideration of Resolution 2020-02, Ratifying the District Entering into a License Agreement with Daytona Beach Property Holdings Regarding the Public Consumption of Alcohol
- 4) Consideration of Resolution 2020-03, Ratifying the District Entering into an Easement Agreement with Daytona Apartment Holdings
- 5) Consideration of the Website Services, Maintenance and ADA Auditing Agreement with VGlobalTech

#### **Matters Related to District Financing**

- 6) Ratifications of Funding Requests
- 7) Review of District Financials



**Other Business**

- A. Staff Reports
  - 1. District Counsel
  - 2. District Manager
  - 3. District Engineer
- B. Audience Comments
- C. Supervisor Requests

**Adjournment of the Board of Supervisors' Meeting**



# **One Daytona Community Development District**

## **Consideration of the Minutes**

**One Daytona  
Community Development District**

**Board of Supervisors' Meeting  
July 19, 2019**

**MINUTES OF MEETING**

***One Daytona Community Development District  
Board of Supervisors' Meeting  
International Motorsports Center,  
One Daytona Blvd. Daytona, FL 32114  
July 19, 2019 at 10:16 a.m.***

Present and constituting a quorum:

Kevin Bowler	Chairman
Glenn Ritchey	Vice-Chairman
Cheryl Coxwell	Assistant Secretary
Jeff Boerger	Assistant Secretary

Also present were:

Carol Harris	PFM Group Consulting, LLC
Mark Watts	District Legal Counsel
Bobby Ball	District Engineer
Zach Chalifour	James Moore

**FIRST ORDER OF BUSINESS**

**Organizational Matters**

**Call to Order**

Mr. Bowler called the meeting to order at 10:01 a.m. and roll call was taken. A quorum was established with the personal attendance of Board Members Kevin Bowler, Glenn Ritchey, Cheryl Coxwell, and Jeff Boerger. Others in attendance are listed above.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Zach Chalifour stated that he looked forward to hearing the discussion on the review of the Auditor Selection Committee rankings and selection of an auditor.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes**

- a) **Consideration of the Board of Supervisors Meeting Minutes, May 17, 2019**

**b) Consideration of the Auditor  
Selection Committee Minutes,  
May 17, 2019**

The Board reviewed the minutes of the May 17, 2019 Board of Supervisors Meeting and the minutes of the May 17, 2019 Auditor Selection Committee Meeting. Mr. Ritchey provided edits to the Board of Supervisors Meeting.

On MOTION by Mr. Ritchey, seconded by Mr. Boerger, with all in favor, the Board approved the Minutes of the May 17, 2019 Board of Supervisors Meeting and the Minutes of the May 17, 2019 Auditor Selection Committee Meeting, as amended.

**FOURTH ORDER OF BUSINESS**

**Discussion Related to a Meeting  
Schedule for Fiscal Year 2019-2020**

District staff recommended the District continue the meeting schedule on the third Friday of the month for the Budget meetings as follows;

1. January 17, 2020 at 10:00 a.m.
2. May 15, 2020 at 10:00 a.m.
3. July 17, 2020 at 10:00 a.m.
4. September 18, 2020 at 10:00 a.m.

**ON MOTION** by Ms. Coxwell seconded by Mr. Ritchey, with all in favor, Board approved the Annual Meeting Schedule for Fiscal Year 2019-2020 on a third Friday of the month at 10:00 a.m. at this location.

**FIFTH ORDER OF BUSINESS**

**Consideration of Website  
Maintenance Agreement**

Ms. Harris explained that the website agreement is not ready but she provided the discussion from the webmaster on the technical and human audit proposal that was discussed last week. The web maintenance agreement is in the process of being revised. She asked the board to consider giving

authority to the Chair to execute the Website Maintenance Agreement based on District Counsel's recommendation.

Mr. Watts explained that there are some work going on related to the indemnification language. He would like to make sure that the Landowners and in house Counsel reviews it as well.

Mr. Ritchey asked how a hearing impaired or disabled person attend a Board Meeting as part of the public. Mr. Watts responded they care entitled to attend like any other member or the public. There is a notice on the agenda that asked for a disabled individual to contact District staff if they need reasonable accommodations such as an interpreter or a different variation of the materials so that it is provided to them. District staff would provide reasonable accommodation based on notice from the member of the public.

On MOTION by Mr. Ritchey, seconded by Mr. Boerger, with all in favor, the Board delegated authority to Mr. Bowler to execute the Website Maintenance Agreement and bring it back to the Board for ratification.

**SIXTH ORDER OF BUSINESS**

**Ratification of the Public  
Consumption agreement between the  
District, City and Landowner**

Mr. Watts stated that the agreement is not in the agenda packet because District staff is still waiting to get the final version of it approved by the City's Attorney's office The Board previously approved Mr. Bowler to sign the agreement once it is in final form and then bring it back for ratification. It is a straight forward agreement with the City, the District, and the Landowner to allow for Victory Circle and Daytona Boulevard to be available when they are closed to vehicular traffic to be available to operate so individuals can leave the other establishments. . He suggested that this item be continued until the next meeting.

On MOTION by Mr. Ritchey, seconded by Mr. Bowler, with all in favor, the Board continued the Ratification of the Public Consumption agreement between the District, City and Landowner until the next meeting.

**SEVENTH ORDER OF BUSINESS**

**Consideration of the District  
Engineer's Report**

Mr. Ball presented the District Engineer's Report to the Board. Included is a punch list of items to be repaired or replaced. Mr. Watts stated that based on the financing documents that the District

closed on last year this is a yearly report from the District Engineer. The District has a maintenance agreement with the Landowner. In lieu of assessing to do those maintenance items the Landowner within the District is under obligation with that maintenance agreement to do those repairs and then report back that everything has been completed.

On MOTION by Ms. Coxwell, seconded by Mr. Boerger, with all in favor, the Board accepted the Engineer's Report as Presented.

**EIGHTH ORDER OF BUSINESS**

**Review of Auditor Selection Committee Rankings & Selection of an Auditor**

Ms. Harris explained that the District received three responses to the proposal. The Auditor Selection Committee went through and ranked the auditors and recommended the Board of Supervisors Select James Moore as the District's Auditor.

On MOTION by Mr. Ritchey, seconded by Ms. Coxwell, with all in favor, the Board accepted the Auditor Selection Committee's Recommendation to select James Moore as the District's Auditor.

**NINTH ORDER OF BUSINESS**

**Review of the Fiscal Year 2018 Audit**

The Board reviewed the Fiscal Year 2018 Audit.

On MOTION by Ms. Coxwell, seconded by Mr. Boerger, with all in favor, the Board accepted the Fiscal Year 2018 Audit.

**TENTH ORDER OF BUSINESS**

**Public hearing Related to the Adoption of the Appropriations Budget for Fiscal Year 2019-2020**

**a) Consideration of Resolution 2019-06, Adoption of the Fiscal Year 2019-2020 Budget**

Ms. Harris requested a motion to open the public hearing.

On MOTION by Mr. Bowler, seconded by Ms. Coxwell, with all in favor, the Board opened the Public Hearing.

Mr. Bowler opened the floor for public comments. Hearing none, a motion to close the public hearing was requested by Mr. Watts.

On MOTION by Mr. Bowler, seconded by Ms. Coxwell, with all in favor, the Board closed the Public Hearing.

Mr. Bowler requested a motion to approve Resolution 2019-06.

On MOTION by Mr. Boerger, seconded by Mr. Ritchey, with all in favor, the Board approved Resolution 2019-06, Adoption of the Fiscal Year 2019-2020 Budget.

**ELEVENTH ORDER OF BUSINESS**

**Consideration of Funding Agreement for Fiscal Year 2019-2020**

Mr. Watts stated that this is similar to agreements that the board has approved in prior years. This is a Landowner funded District. The agreement provides for funding from the Landowner of the budget on an as incurred basis.

On MOTION by Ms. Coxwell, seconded by Mr. Boerger, with all in favor, the Board approved Funding Agreement for Fiscal Year 2019-2020

**TWELFTH ORDER OF BUSINESS**

**Ratification of Payment Authorizations**

The Board reviewed payment authorizations.

On MOTION by Mr. Bowler, seconded by Mr. Ritchey, with all in favor, the Board ratified Payment Authorizations.

### **THIRTEENTH ORDER OF BUSINESS**

### **Review of District Financial Position**

Mr. Bowler reviewed the District financials through June 30, 2019. The District is in good shape. It has complied with all covenants of agreement. Mr. Watts noted that in 28 years the District will have to do a reconciliation of the funds received.

On MOTION by Mr. Boerger, seconded by Ms. Coxwell, with all in favor, the Board accepted the District Financial Position.

### **FOURTEENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. District Counsel –No Report.**

Mr. Bowler stated that residents are concerned about new tenants and servicing the bond requirements. Mr. Boerger provided a status of One Daytona and the shops at One Daytona. Both properties are doing very well. The apartments will come on line with 282 units. One of the apartment buildings will be the first building that will open up at the end of October. The leasing office is located at the shops and have been open for a couple of weeks. They have leased 18 leases already. The goal is 25 leases per month and the District is on track to meet that goal. Fairfield is on target to meet budget forecasting. The Daytona had their soft opening. It received its 4 Diamond recognition from AAA. Leasing for One Daytona is discussed some shops opening and some snags as well. This is a destination venue and there will be expansion to residential.

Mr. Ritchey asked for an update regarding the website which Mr. Boerger provided. One Daytona will be the biggest private employer in Volusia County. Ms. Coxwell and Mr. Boerger discussed the various events that are going on daily and promoting the community.

#### **B. District Manager – No Report**

C. District Engineer – No report.

D. Audience Comments –The Board welcomed Mr. Chalifour aboard and looked forward to working with him.

E. Supervisor Requests – There were no Supervisor Requests.

**FIFTEENTH ORDER OF BUSINESS**

**Adjournment**

Mr. Bowler requested a motion to adjourn the meeting.

On MOTION by, Ms. Coxwell, seconded by Mr. Bowler, with all in favor, the One Daytona CDD Continued Board of Supervisors' Meeting dated July 19, 2019 was adjourned.

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

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

**One Daytona  
Community Development District**

**Auditor Selection Committee  
- July 19, 2019**

**MINUTES OF MEETING**

***One Daytona Community Development District  
Board of Supervisors' Meeting  
International Motorsports Center,  
One Daytona Blvd. Daytona, FL 32114  
July 19, 2019 at 10:00 a.m.***

Present and constituting a quorum:

Kevin Bowler	Committee Member
Glenn Ritchey	Committee Member
Jeff Boerger	Committee Member
Cheryl Coxwell	Committee Member

Also present were:

Carol Haris	PFM Group Consulting, LLC
Jane Gaarlandt	PFM Group Consulting, LLC
Amy Champagne	PFM Group Consulting, LLC (via phone)
Mark Watts	District Legal Counsel
Zach Chalifour	James Moore
Big John	Public

**FIRST ORDER OF BUSINESS**

**Business Matters**

**Call to Order**

The meeting was called to order at 10:30 a.m. and roll call was initiated. Those in attendance are outlined above.

**Public Comment Period**

Mr. Chalifour representing James Moore thanked the Committee for the chance to propose. He asked the Board to take his location into consideration by investing in the local community.

**SECOND ORDER OF BUSINESS**

**Review of Auditing Services Proposal**

- a) Proposer CRI
- b) Proposer Grau
- c) Proposer James Moore and Company

Mr. Bowler asked if it is usually correct to put a statement that the proposal is in compliance with the RFP at the time that they are submitting their proposal. Mr. Watts replied that it can be a

requirement of the proposal. The District should have a certification that they include on future requests.

The Board reviewed the various proposals.

**THIRD ORDER OF BUSINESS**

**Ranking of Auditing Services Proposal**

Ms. Harris explained that the Auditor Selection Committee did not include price as an evaluation criteria. Her recommended ranking is James Moore as No. 1. She explained that the Auditor Selection Committee has the opportunity to reevaluate the auditor after one year even though this is a proposal for three years. The Engagement Letter is only for one year.

Ms. Harris asked the Auditor Selection Committee to rank the proposers on their sheets. The rankings were tallied.

On MOTION by Ms. Ritchey, seconded by Ms. Coxwell, with all in favor, the Committee approved James Moore as the No. 1 ranked bidder as a recommendation to the Board.

**FOURTH ORDER OF BUSINESS**

**Adjournment**

There was no additional business to be discussed.

On MOTION by Mr. Richey, seconded by Ms. Coxwell, with all in favor, the July 19, 2019 Audit Selection Committee meeting of the One Daytona CDD was adjourned.

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

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

**One Daytona  
Community Development District**

**Ratification of  
Auditor's Engagement Letter**

July 24, 2019

To the Board of Supervisors,  
One Daytona Community Development District:

You have requested that we audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the One Daytona Community Development District (the District), as of September 30, 2019, and for the year then ended, with the option to renew for two additional one-year periods, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Accounting principles generally accepted in the United States of America (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that supplementary information, such as management's discussion and analysis (MD&A) or budgetary comparison information, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, 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 required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis
2. Budgetary comparison schedules

### **Audit of the Financial Statements**

We will conduct our audit in accordance with U.S. GAAS and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States of America; and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. 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. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and

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Telephone: 386-257-4100

133 East Indiana Avenue  
DeLand, FL 32724-4329  
Telephone: 386-738-3300

5931 NW 1st Place  
Gainesville, FL 32607-2063  
Telephone: 352-378-1331

2477 Tim Gamble Place, Suite 200  
Tallahassee, FL 32308-4386  
Telephone: 850-386-6184

they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS; Government Auditing Standards of the Comptroller General of the United States of America; and the provisions of Chapter 10.550, Rules of the State of Florida, Office of the Auditor General and will include tests of accounting records and other procedures we consider necessary to enable us to express such opinions and to render the required reports. Please note that the determination of abuse is subjective and Government Auditing Standards does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are 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 opinions, we may decline to express opinions or to issue a report as a result of this engagement.

We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to the governing body of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of Government Auditing Standards, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report as required by Chapter 10.550, Rules of the State of Florida, Office of the Auditor General upon completion of our audit.

### **Management's Responsibilities**

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;

3. For identifying, in its accounts, all federal awards received and state financial assistance expended, if any, during the period and the federal programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
6. For taking prompt action when instances of noncompliance are identified;
7. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
8. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
9. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters;
  - b. Additional information that we may request from management for the purpose of the audit; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
10. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
11. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
12. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
13. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
14. For the accuracy and completeness of all information provided;
15. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
16. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter; and

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

### **Additional Examination Engagement**

You have requested that we examine the District's compliance for the years ended September 30, 2019, and subsequent renewal periods, with the following statutes (collectively, "the Statutes"):

- Section 218.415, Florida Statutes, *Local Government Investment Policies*

We are pleased to confirm our acceptance and our understanding of this examination engagement by means of this letter. Our examination will be conducted with the objective of expressing an opinion as to whether the District complied in all material respects with the Statutes.

### *Practitioner Responsibilities*

We will conduct our examination in accordance with the attestation standards related to examinations of the American Institute of Certified Public Accountants. An examination-level attestation engagement involves performing procedures to obtain attest evidence about whether the District is in compliance, in all material respects, in conformity with the Statutes. The procedures selected depend on the practitioner's judgment, including the assessment of the risks of material misstatement or misrepresentation of the subject matter, whether due to fraud or error.

Because of the inherent limitations of an examination, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or misrepresentations may not be detected exists, even though the examination is properly planned and performed in accordance with the attestation standards related to examinations of the American Institute of Certified Public Accountants. However, we will inform you of any material errors or fraud that comes to our attention, unless clearly inconsequential.

### *Management Responsibilities*

Our examination will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

1. For the design, implementation, and maintenance of internal control relevant to the Statutes, which is the best means of preventing or detecting errors or fraud;
2. For selecting and determining the suitability and appropriateness of the criteria upon which compliance with the Statutes will be evaluated; and
3. To provide us with:
  - a. Access to all information of which management is aware that is relevant to the Statutes such as records, documentation, and other matters and that you are responsible for the accuracy and completeness of that information;
  - b. Additional information that we may request from management for the purpose of the examination; and
  - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain attest evidence.

As part of our examination process, we will request from you written confirmation concerning representations made to us in connection with the examination.

### *Reporting*

We will issue a written report upon completion of our examination of compliance with the Statutes. Our report will be addressed to the governing body. 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, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

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

We understand that your staff will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents or support for any other transactions we select for testing.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

Zach Chalifour is the service leader for the audit services specified in this letter. His responsibilities include supervising the services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the reports.

Our fees for the audit of the financial statements and related services, including expenses, for each of the fiscal years included in this engagement are as follows:

<u>Year</u>	<u>Fee</u>
2019	\$ 6,000
2020*	6,000
2021*	6,000

\*Renewal periods to be exercised at the option of the District.

Upon completion of the audit for the year ended September 30, 2021, this engagement may be renewed for up to an additional three one-year increments, at the option of the District. Any renewals will be evidenced by a new engagement letter.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;

- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

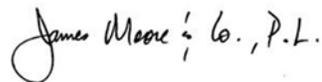
In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

We will perform the following nonattest services: preparation of financial statements. With respect to any nonattest services we perform, the District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual (Jane Gaarlandt, District Manager) to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

The audit documentation for this engagement is the property of James Moore & Co., P.L. and constitutes confidential information. However, we may be requested to make certain audit documentation available to a grantor or their designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office pursuant to authority given to it by laws or regulation, or to peer reviews. If requested, access to such audit documentation will be provided under the supervision of James Moore & Co., P.L. personnel. We will notify you of any such request. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. 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,

A handwritten signature in cursive script that reads "James Moore & Co., P.L.".

JAMES MOORE & CO., P.L.

RESPONSE:

This letter correctly sets forth the understanding of the One Daytona Community Development District for the audit of the District's financial statements for the fiscal year ending September 30, 2019.

By Carol Yarris

Title Asst District Manager

Date Nov. 27, 2019

RENEWAL OPTION #1:

The One Daytona Community Development District hereby elects to extend this agreement for the audit of the District's financial statements for the fiscal year ending September 30, 2020.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

RENEWAL OTION #2:

The One Daytona Community Development District hereby elects to extend this agreement for the audit of the District's financial statements for the fiscal year ending September 30, 2021.

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

April 11, 2018

To the Members  
James Moore & Co., P.L.  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. (the firm) in effect for the year ended October 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

## Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and audits of employee benefit plans and an examination of a service organization (SOC 2 engagement).

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of James Moore & Co., P.L. in effect for the year ended October 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency (ies)* or *fail*. James Moore & Co., P.L. has received a peer review rating of *pass*.

*Haddock Reid Embank Betts PLLC*

**One Daytona  
Community Development District**

**Matters Related  
to the  
Public Consumption Agreement**

**One Daytona  
Community Development District**

**Consideration of Resolution 2020-01,  
Ratifying the District Entering into a License  
Agreement with the City Regarding the  
Public Consumption of Alcohol**

**RESOLUTION NO. 2020-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF ONE DAYTONA COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE DISTRICT ENTERING INTO A LICENSE AGREEMENT BETWEEN THE CITY OF DAYTONA BEACH, DAYTONA BEACH PROPERTY HOLDINGS RETAIL, LLC, AND THE DISTRICT REGARDING PUBLIC CONSUMPTION OF ALCOHOLIC BEVERAGES ON CERTAIN DESIGNATED PUBLIC RIGHT-OF-WAYS WITHIN THE ONE DAYTONA SUBDIVISION.**

**WHEREAS**, the One Daytona 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”), and City of Daytona Beach Ordinance Number 14-29 (“Ordinance”); and

**WHEREAS**, pursuant to the Uniform Act, the District is responsible for maintenance of the Public Access Roadway Easements, as illustrated on the One Daytona Plat dated October 11, 2018 and recorded in Map Book 59, Page 124 of the Public Records of Volusia County, Florida; and

**WHEREAS**, the City of Daytona Beach (“City”) is the local general purpose government with jurisdiction over the public consumption of alcoholic beverages; and

**WHEREAS**, the Public Consumption and Street Closure Agreement (“License Agreement”) was entered into on October 11, 2019 between the District and the City to grant a license allowing the District to authorize the carrying of open containers of alcoholic beverages, and consumption of alcoholic beverages, on certain public right-of ways located within the One Daytona Community Development District.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ONE DAYTONA 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 Board hereby ratifies the License Agreement attached hereto in substantial form as **Exhibit "A"** in furtherance of the District and DBPHR’s desire to provide opportunities for the carrying of open containers and public consumption of alcoholic beverages on certain right-of-ways located within the District outlined therein and directs the District Manager and District staff to carry out the terms and obligations provided therein.

**SECTION 3.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED** this 13th day of December, 2019.

ATTEST:

**ONE DAYTONA COMMUNITY  
DEVELOPMENT DISTRICT**

---

Assistant Secretary  
Printed Name:

---

Chairman  
Printed Name:

**EXHIBIT "A"**

**LICENSE AGREEMENT**

## PUBLIC CONSUMPTION AND STREET CLOSURE LICENSE AGREEMENT

**THIS AGREEMENT** is made as of the date of the last execution below (the “Effective Date”), between the **CITY OF DAYTONA BEACH**, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as the “City”, **DAYTONA BEACH PROPERTY HOLDINGS RETAIL, LLC**, a Delaware limited liability company, hereinafter referred to as “DBPHR”, and the **ONE DAYTONA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Daytona Beach, Volusia County, Florida, hereinafter referred to as the “District” (collectively, the “Parties”).

### RECITALS

WHEREAS, DBPHR is the owner of Lot 1 located within the One Daytona Community Development District, as illustrated on the One Daytona Plat (the “One Daytona Plat”) dated October 11, 2018 and recorded in Map Book 59, Page 124 of the Public Records of Volusia County, Florida (the “Property”); and

WHEREAS, pursuant to the One Daytona Development Incentive Agreement between the District and the City, approved by City Res. No. 14-64, the District is the entity with responsibility for repair and maintenance over all public right-of-way located within the One Daytona Community Development District, as illustrated on the One Daytona Plat; and

WHEREAS, the DBPHR and the District desire to provide opportunities for the carrying of open containers and public consumption of alcoholic beverages, on certain public right-of-ways located within the One Daytona Community Development District, as illustrated on the excerpt of the One Daytona Plat, to wit: Victory Circle, and the portion of Daytona Blvd from Checkered Flag Blvd to Legends Blvd (collectively the “License Area”), as described in and depicted by the light-gray shaded areas shown on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, Section 10-5(b)(1) of the City of Daytona Beach Code of Ordinances (“City Code”) allows for the City Commission to approve an agreement allowing, subject to conditions, such activities on the specified public rights-of-way; and

WHEREAS, the parties hereto desire to enter into an agreement to allow for such activities as authorized by Section 10-5(b)(1) of the City Code; and

WHEREAS, in conjunction with the parties’ collective interest in permitting these activities, the parties also desire to allow for the closing of certain streets or portions of streets comprising the License Area to vehicular traffic temporarily from time to time.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration which each party acknowledges, the Parties Agree as follows:

1. Subject Property. The real property subject to this Agreement is comprised of the License Area as defined above and depicted on Exhibit A. The License Area includes all non-

vehicular space such as pedestrian sidewalks included within the boundaries of the streets identified.

2. Public Consumption License. The City hereby grants a license allowing the carrying of open containers of alcoholic beverages, and consumption of alcoholic beverages, within the License Area (“Public Consumption License”). This Public Consumption License is subject to the District and DBPHR’s compliance with the following terms and conditions:

- A. The District will be responsible for all public safety-related measures reasonably required in association with the license granted herein. This includes provision of notification signage, and as reasonably necessary waste receptacles and security personnel, at appropriate locations near the outer boundaries of the License Area, to help minimize the potential for pedestrians who carry open containers of alcoholic beverages and/or consume alcoholic beverages within the License Area, to violate the prohibitions of Section 10-5(a) of the City Code upon exiting the License Area. Any signage will be temporary and will not be affixed to public sidewalks unless the District obtains appropriate permits from the City.

The District and DBPHR may by separate written agreement, allocate between them these measures, including allocation of costs. The City will not be required to approve such separate agreement. Under no circumstances will the City be responsible for implementing these measures or for paying the cost thereof.

- B. The District and DBPHR shall comply with all State and local laws and regulations governing sale and consumption of alcoholic beverages, except as modified herein.
- C. Open carrying and public consumption of alcoholic beverages shall only be allowed within the Daytona Blvd Area (defined as the portion of Daytona Blvd from Checkered Flag Blvd to Legends Blvd) when such Area is closed to all vehicular traffic by the District in accordance with the provisions of this Agreement.
- D. Open carrying and public consumption of alcoholic beverages shall be limited to alcoholic beverages sold or provided by businesses or licensees operating within the District during published operating hours and the public shall not be permitted to otherwise bring alcoholic beverages to the License Area.

3. Street Closure License. The City hereby grants to the District the license to from time to time temporarily close the License Area, or any public right-of-way or any portion of any right-of-way located therein, to vehicular traffic, subject to the following conditions:

- A. At least 10 business days prior to any street closure, the District will provide a courtesy notice of the closing to the City Police Chief, with a copy to the City Manager’s Office, via fax/email. Upon request from the District or DBPHR, the City will provide the

District the relevant fax/email contact information and updates to this information from time to time as necessary. The courtesy notice will include the dates, times, and specific locations of the street closures; and the name and cell phone number of a representative to address any concerns the City may have regarding the street closure.

- B. The District will be responsible for all public safety-related measures reasonably required in association with the street closing. This includes, at all times while the street closure is in effect, provision of temporary street barricades, and as reasonably necessary temporary signage and security personnel, to minimize the risk of vehicular traffic entering into those public streets within the License Area that are temporarily closed to vehicular traffic.
- C. The District and DBPHR may by separate written agreement allocate between them, the responsibilities for implementation of the measures described in 3.B, including allocation of costs. The City will not be required to approve such Agreement. Under no circumstances will the City be responsible for implementing these measures or for paying the cost thereof.

License Fee. In consideration of the City's grant of the Public Consumption and Street Closure Licenses above, a License Fee of \$10.00 has been paid, and the City acknowledges receipt thereof.

4. Indemnification/Negligence.

- A. *Indemnification by DBPHR.* In consideration of \$10.00, receipt of which is hereby acknowledged, DBPHR shall indemnify and hold harmless the City (including the City's officers, employees, and agents ((collectively, the "City Indemnitees"))) and the District, from and against any and all liabilities, losses, damages, liens, claims, suits, causes of action, costs (including court costs, legal fees and costs of investigation), and actions of any kind arising out of, caused by or resulting from injury to or death of any person or damage to or loss of property occurring on, in, or about the License Area, or surrounding areas, including public property located outside the License Area, in association with the Public Consumption License granted herein. If any action, suit, investigation, inquiry, or other proceeding is commenced, as to which the District or any of the City Indemnitees propose to demand indemnification, such parties will notify DBPHR in writing promptly of the details of any such suit, investigation, injury or other proceeding; provided that any failure by such parties to notify DBPHR will not relieve DBPHR of its obligations hereunder except to the extent DBPHR is prejudiced by such failure to be promptly notified. DBPHR will be entitled to assume the defense of any action, suit, investigation, inquiry or other proceeding, including the employment of counsel reasonably satisfactory to such City indemnitees and the payment of all fees and expenses incurred in connection therewith. The District and City Indemnitees will each have the right to employ separate counsel in any such action,

suit, investigation, inquiry or other proceeding or to participate in the defense thereof, but the fees and expenses of such counsel will be at the expense of such parties unless (i) DBPHR has agreed to pay such fees and expenses, or (ii) DBPHR has failed to promptly upon written demand therefore to assume the defense and employ counsel reasonably satisfactory to such parties in accordance with this section.

- B. *CDD/City Negligence.* The CDD and City shall each be responsible for their own negligent acts or omissions, including the negligent acts or omissions of their respective officers, employees, or agents; provided, however, that (i) nothing herein shall constitute a waiver or attempted waiver of sovereign immunity, or a waiver or attempted waiver of the limitations, including monetary limitations, on liability for tort actions under Fla. Stat § 768.28; and (ii) nothing herein shall be deemed to prohibit the City from using a self-insurance program for the City's respective liability risks.
5. Insurance. Prior to commencement of uses permitted under the Public Consumption License granted herein, DBPHR shall obtain, and thereafter DBPHR shall at all times maintain while this Agreement is in effect, commercial liability insurance coverage, including host liquor liability, with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate, naming the CDD and City as additional insured. The policy terms and conditions will provide that the City will be notified at the same time and in the same fashion as DBPHR, or any impending or actual cancellation or termination in coverage, with the address for such notices being the address provided below.

The CDD and City Manager may from time to time require or permit changes in previously required policy terms.

6. City Manager. All references herein to the City Manager for the City shall include the City Manager's designees.
7. Notices. Unless otherwise expressly provided herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

IF TO THE CITY:

James V. Chisholm  
City Manager  
City of Daytona Beach  
301 S. Ridgewood Avenue  
Daytona Beach, FL 32115

IF TO DBPHR:

Daytona Beach Property Holdings Retail, LLC  
Attn: Craig A. Neeb  
One Daytona Boulevard  
Daytona Beach, FL 32114

With copy to:  
Daytona Beach Property Holdings Retail, LLC  
Attn: Legal Department  
One Daytona Boulevard  
Daytona Beach, FL 32114

IF TO THE DISTRICT:

One Daytona Community Development District  
C/O PFM Group Consulting, LLC  
12051 Corporate Boulevard  
Orlando, FL 32817

With copy to:  
Cobb & Cole, P.A.  
Attn: Mark A. Watts, Esq.  
231 N. Woodland Blvd.  
DeLand, FL 32720

Each party may designate a change of address by providing the other Party notice in the manner described above.

8. Termination. This Agreement may be terminated at will by the City Manager or City Commission on behalf of the City, by sending written notice to the address of the District and DBPHR contained in this Agreement or latest written address change provided by the parties; provided that any scheduled events planned by the District or DBPHR in reliance on this Agreement may be permitted after the notice of termination is received, unless the City Manager or City Commission determines that immediate termination of this Agreement is necessary for the public safety.

This Agreement may be terminated by District by written notice to the address of the City and DBPHR contained in this Agreement or latest written address change provided by the City and DBPHR; provided that the District will provide ninety (90) days written notice of such termination.

This Agreement may be terminated by DBPHR by written notice to the address of the City and District contained in this Agreement or latest written address change provided by the City and District; provided that DBPHR will provide ninety (90) days written notice of such termination.

Termination of this Agreement automatically terminates the licenses granted herein.

9. Jurisdiction and Venue. The validity, interpretation, and performance of this Agreement will be controlled and construed under the Laws of the State of Florida. The exclusive venue for any litigation arising out of this Agreement will be Volusia County, Florida.
10. Waiver of Jury Trial. BOTH PARTIES HEREBY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.
11. Non Waiver for Breach. Failure to object to a breach or violation of the above terms of this Agreement will not be construed as a waiver thereof or a waiver of any future breach or subsequent wrongful conduct.
12. Modification. Except as provided herein, no change or modification of this Agreement will be valid unless the same is in writing and signed by both Parties.
13. Assignment. This license may not be assigned without prior written approval of the City Commission. Notwithstanding the foregoing, a merger, acquisition or other restructuring involving the indirect parent company of DBPHR (International Speedway Corporation) or its subsidiaries and affiliates shall not be deemed an assignment that requires prior written approval of the City Commission or the District.
14. Integration. This Agreement, including referenced Attachments, represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either party except as expressly set forth herein, or in other contemporaneous written agreements.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Parties through their undersigned representatives have caused this Agreement to be executed in duplicate original.

WHEREFORE, the parties have set their hand and seal on this 17 day of Oct., 2019.

Signed, sealed and delivered in the presence of:

**THE CITY OF DAYTONA BEACH,  
FLORIDA, a Florida municipal  
corporation**

*Vanessa Trimble*

Witness 1  
VANESSA TRIMBLE

Print Name of Witness 1

By: *Derrick L. Henry*  
Derrick L. Henry, Mayor

Attest:

*Kim L. Gadson*

Witness 2  
Kim L. Gadson

Print Name of Witness 2

By: *Letitia LaMagna*  
Letitia LaMagna, City Clerk

Date: 10-17-19

**STATE OF FLORIDA  
COUNTY OF VOLUSIA**

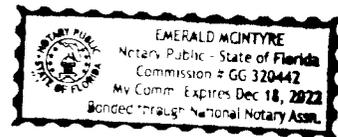
The foregoing instrument was acknowledged before me this 17 day of October 2019 by Derrick L. Henry and Letitia LaMagna, Mayor and City Clerk, respectively, of The City of Daytona Beach, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

*Emerald D. McIntyre*  
Notary Public

Commission No: \_\_\_\_\_

Approved as to legal form:

By: *Robert Jagger*  
Robert Jagger, City Attorney



Signed, sealed and delivered in the presence of:

[Signature]  
Witness 1  
Jessica Gow  
Print Name of Witness 1

**DAYTONA BEACH PROPERTY HOLDINGS RETAIL, LLC**, a Delaware limited liability company

By: Daytona Beach Property Holdings, LLC, a Delaware limited liability company, its managing member

[Signature]  
Witness 2  
Deborah D Lacroix  
Print Name of Witness 2

By: ISC Properties, LLC, a Florida limited liability company, its managing member

By: International Speedway Corporation, a Florida profit corporation, its managing member

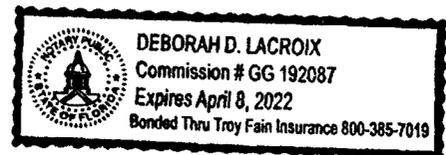
By: [Signature]  
Print Name: Craig A. Neeb  
Title: Executive Vice President - Chief Innovation and Development Officer

**STATE OF FLORIDA  
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this 10th day of October, 2019 by Craig A. Neeb, Executive Vice President – Chief Innovation and Development Officer, International Speedway Corporation, as managing member of ISC Properties, LLC, as managing member of Daytona Beach Property Holdings, LLC, as managing member of Daytona Beach Property Holdings Retail, LLC. They are personally known to me or produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public

Commission No: \_\_\_\_\_



Signed, sealed and delivered in the presence of:

Leah A. Leonard

Witness 1

Leah A. Leonard

Print Name of Witness 1

**ONE DAYTONA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government

By: Kevin F. Bowler

Name: KEVIN F. BOWLER

Title: Chair

Brittany Millican

Witness 2

Brittany Millican

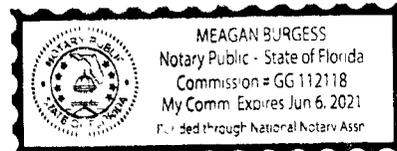
Print Name of Witness 2

**STATE OF FLORIDA  
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of October, 2019 by Kevin Bowler of the One Daytona Community Development District. They are personally known to me or produced \_\_\_\_\_ as identification.

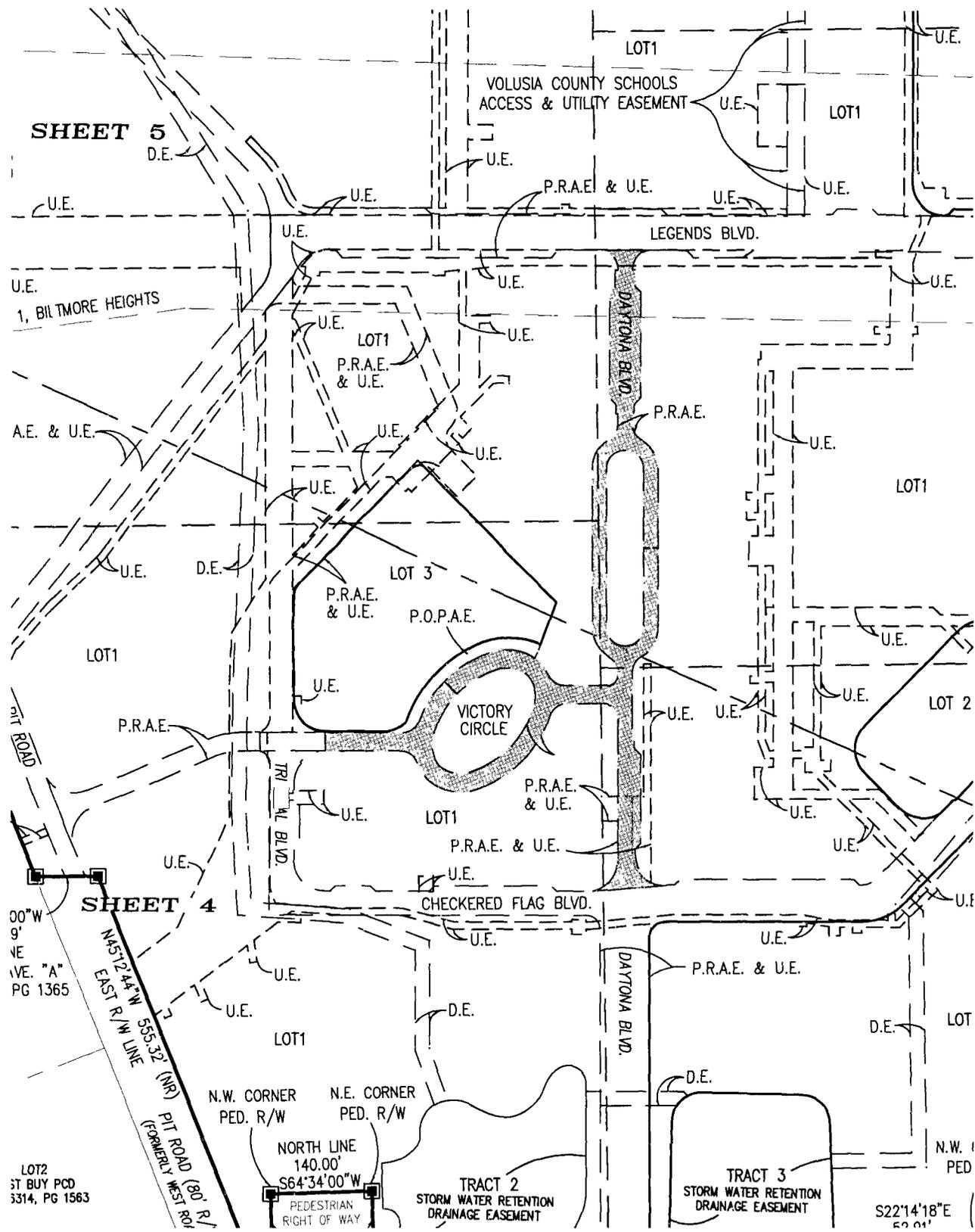
Meagan Burgess  
Notary Public

Commission No: GG 112118





# Exhibit A



LOT 2  
ST BUY PCD  
3314, PG 1563

S22°14'18"E  
52.01'

**One Daytona  
Community Development District**

**Consideration of Resolution 2020-02,  
Ratifying the District Entering into a License  
Agreement with Daytona Beach Property  
Holdings Regarding the Public  
Consumption of Alcohol**

## RESOLUTION NO. 2020-02

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF ONE DAYTONA COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE DISTRICT ENTERING INTO A LICENSE AGREEMENT BETWEEN DAYTONA BEACH PROPERTY HOLDINGS RETAIL, LLC, AND THE DISTRICT REGARDING PUBLIC CONSUMPTION OF ALCOHOLIC BEVERAGES ON CERTAIN DESIGNATED PUBLIC RIGHT-OF-WAYS WITHIN THE ONE DAYTONA SUBDIVISION AND PROVIDING FOR THE ABILITY FOR DAYTONA BEACH PROPERTY HOLDINGS RETAIL, LLC TO ALLOW TENANTS AND LICENSEES TO PERMIT PUBLIC CONSUMPTION OF ALCOHOL BY CUSTOMERS.

**WHEREAS**, the One Daytona 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"), and City of Daytona Beach Ordinance Number 14-29 ("Ordinance"); and

**WHEREAS**, pursuant to the Uniform Act, the District is responsible for maintenance of the Public Access Road Easements, as illustrated on the One Daytona Plat dated October 11, 2018 and recorded in Map Book 59, Page 124 of the Public Records of Volusia County, Florida (One Daytona Plat"); and

**WHEREAS**, Daytona Beach Property Holdings Retail, LLC, a Delaware limited liability company ("DBPHR") is the owner of Lot 1 located within the District, as illustrated on the One Daytona Plat; and

**WHEREAS**, the DBPHR has requested that the District provide opportunities for the carrying of open containers and public consumption of alcoholic beverages, on certain Public Access Road Easements, as may be amended from time to time (collectively, the "License Area"); and

**WHEREAS**, under the authority of the Public Consumption and Street Closure Agreement between the City of Daytona Beach, DBPHR, and the District, the District and DBPHR entered into the One Daytona Public Consumption License Agreement ("License Agreement"), attached hereto as **Exhibit "A"**, on November 13, 2019, granting a license allowing the carrying of open containers of alcoholic beverages, and consumption of alcoholic beverages, within the License Area ("Public Consumption License") and authorizing DBPHR to sublicense the benefits provided by the Public Consumption License to certain of its tenants and licensees.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ONE DAYTONA 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 Board hereby ratifies the License Agreement attached hereto in substantial form as **Exhibit "A"** in furtherance of the District and DBPHR's desire to provide opportunities for the carrying of open containers and public consumption of alcoholic beverages on certain right-of-ways located within the District outlined therein and directs the District Manager and District staff to carry out the terms and obligations provided therein.

**SECTION 3.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED** this **13<sup>th</sup>** day of **December**, 2019.

ATTEST:

**ONE DAYTONA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Assistant Secretary  
Printed Name:

\_\_\_\_\_  
Chairman  
Printed Name:

**EXHIBIT "A"**

**LICENSE AGREEMENT**

## ONE DAYTONA PUBLIC CONSUMPTION LICENSE AGREEMENT

**THIS ONE DAYTONA PUBLIC CONSUMPTION LICENSE AGREEMENT** (this “Agreement”) is made as of the date of the last execution below (the “Effective Date”), between **DAYTONA BEACH PROPERTY HOLDINGS RETAIL, LLC**, a Delaware limited liability company, hereinafter referred to as “DBPHR”, and the **ONE DAYTONA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, being situated in the City of Daytona Beach, Volusia County, Florida, hereinafter referred to as the “District” (collectively, the “Parties”).

### RECITALS

WHEREAS, DBPHR is the owner of Lot 1 located within the One Daytona Community Development District, as illustrated on the One Dayton Plat (the “One Daytona Plat”) dated October 11, 2018 and recorded in Map Book 59, Page 124 of the Public Records of Volusia County, Florida (the “Property”); and

WHEREAS, pursuant to the One Daytona Development Incentive Agreement between the District and the City, approved by City Res. No. 14-64, the District is the entity with responsibility for repair and maintenance over all public right-of-way located within the One Daytona Community Development District, as illustrated on the One Daytona Plat; and

WHEREAS, the DBPHR and the District desire to provide opportunities for the carrying of open containers and public consumption of alcoholic beverages, on certain public right-of-ways and common areas located within the One Daytona Community Development District, as defined in that certain Declaration of Protective Covenants, Conditions, Easements, Restrictions and Reservations for One Daytona recorded in Book 7270, Page 214 of the Public Records of Volusia County, Florida, as may be amended from time to time (collectively the “License Area”), described in and depicted by the gray shaded areas shown on Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, in conjunction with the parties’ collective interest in permitting these activities, the parties also desire to allow for the closing of certain streets or portions of streets comprising the License Area to vehicular traffic temporarily from time to time; and

WHEREAS, the parties hereto desire to enter into an agreement to allow for such activities.

NOW THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration which each party acknowledges, the Parties agree as follows:

1. Subject Property. The real property subject to this Agreement is comprised of the License Area as defined above and depicted by the gray shaded areas shown on Exhibit A. The License Area includes all non-vehicular space such as pedestrian sidewalks and common areas included within the public rights-of-ways and common areas identified herein.
2. Public Consumption License. The District hereby grants a license allowing the carrying of open containers of alcoholic beverages, and consumption of alcoholic beverages, within

the License Area (“Public Consumption License”). For the avoidance of doubt, DBPHR may sublicense the benefits provided by the Public Consumption License to certain of its tenants and licensees within the District (“Benefitted Parties”) subject to satisfaction of the conditions and requirements set forth in this Agreement. This Public Consumption License is subject to the following terms and conditions:

- A. The District and DBPHR shall cooperate to produce a memorandum outlining all public safety-related measures reasonably required of DBPHR by the District in association with the license granted herein. This includes provision of notification signage, and as reasonably necessary waste receptacles and security personnel, at appropriate locations near the outer boundaries of the License Area, to help minimize the potential for pedestrians who carry open containers of alcoholic beverages and/or consume alcoholic beverages within the License Area, to violate the prohibitions of Section 10-5(a) of the City Code upon exiting the License Area. Any signage will be temporary and will not be affixed to public sidewalks unless the District or DBPHR obtains appropriate permits from the City.
- B. The District and DBPHR shall comply with all State and local laws and regulations governing sale and consumption of alcoholic beverages, except as modified by the Public Consumption and Street Closure License Agreement or this License Agreement.
- C. Open carrying and public consumption of alcoholic beverages shall only be allowed within the Daytona Blvd Right-of-Way Area (defined as the portion of Daytona Blvd from Checkered Flag Blvd to Legends Blvd) when such Area is closed to all vehicular traffic by the District in accordance with the provisions of the Public Consumption and Street Closure License Agreement entered into by the Parties and the City of Daytona Beach.
- D. In order to be considered a “Benefitted Party” with rights under this Agreement, each business or licensee within the District must hold a valid license from the State of Florida authorizing the sale of alcoholic beverages on the premises. Such license must include the property subject to this Agreement, as illustrated on Exhibit A attached hereto, within the description of the licensed area.
- E. Open carrying and public consumption of alcoholic beverages shall be limited to alcoholic beverages sold or provided by businesses or licensees operating within the District during published operating hours and the public shall not be permitted to otherwise bring alcoholic beverages to the License Area.
  - i. Each Benefitted Party must ensure that any open container brought into the License Area was purchased within a licensed business premise and is sealed in a lidded non-glass container reasonably identifiable as being

purchased from the Benefitted Party before being moved into the License Area.

- ii. A valid receipt regarding the purchase of the alcoholic beverage shall constitute evidence that it was bought within a licensed business for the purposes of this section.

3. Street Closure License. The District hereby agrees to periodically and temporarily close the License Area, or any public right-of-way or any portion of any right-of-way located therein, to vehicular traffic, subject to the following conditions:

A. At least 15 business days prior to any street closure, DBPHR will provide a request of the closing to the District, via fax/email. The request will include the dates, times, and specific locations of the street closures; and the name and cell phone number of a representative to address any concerns the District may have regarding the street closure. The District and DBPHR may jointly approve a periodic calendar of events that includes advanced notice of planned public right-of-way or License Area closures. In the event a planned closure is listed on the approved calendar of events, the separate notice to the District required by this subsection shall not be required.

B. The District and DBPHR shall cooperate to produce a memorandum outlining all public safety-related measures reasonably required of DBPHR by the District in association with the street closing. The includes, at all times while the street closure is in effect, provision of temporary street barricades, and as reasonably necessary temporary signage and security personnel, to minimize the risk of vehicular traffic entering into those public streets within the License Area that are temporarily closed to vehicular traffic.

4. Notices. Unless otherwise expressly provided herein, all notices, requests, and demands to or upon the Parties will be delivered by hand, delivered by a courier service, provided to a nationally recognized delivery service for overnight delivery, or by U.S. mail, postage prepaid by registered or certified mail, return receipt requested, to the addresses set forth herein:

IF TO DBPHR:

Daytona Beach Property Holdings Retail, LLC  
Attn: Craig A. Neeb  
One Daytona Boulevard  
Daytona Beach, FL 32114

With copy to:  
Daytona Beach Property Holdings Retail, LLC  
Attn: Legal Department  
One Daytona Boulevard  
Daytona Beach, FL 32114

IF TO THE DISTRICT:

One Daytona Community Development District  
C/O PFM Group Consulting, LLC  
12051 Corporate Boulevard  
Orlando, FL 32817

With copy to:  
Cobb & Cole, P.A.  
Attn: Mark A. Watts, Esq.  
231 N. Woodland Blvd.  
DeLand, FL 32720

Each party may designate a change of address by providing the other Party notice in the manner described above.

5. Termination. This Agreement may be terminated by District by written notice to the address of DBPHR contained in this Agreement or latest written address change provided by DBPHR; provided that the District will provide ninety (90) days written notice of such termination.

This Agreement may be terminated by DBPHR by written notice to the address of the District contained in this Agreement or latest written address change provided by the District; provided that DBPHR will provide ninety (90) days written notice of such termination.

Termination of this Agreement automatically terminates the licenses granted herein.

6. Jurisdiction and Venue. The validity, interpretation, and performance of this Agreement will be controlled and construed under the Laws of the State of Florida. The exclusive venue for any litigation arising out of this Agreement will be Volusia County, Florida.
7. Waiver of Jury Trial. BOTH PARTIES HEREBY WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL ENCOMPASSING OF ANY DISPUTES BETWEEN THE PARTIES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER, INCLUDING WITHOUT LIMITATION, CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS.
8. Non Waiver for Breach. Failure to object to a breach or violation of the above terms of this Agreement will not be construed as a waiver thereof or a waiver of any future breach or subsequent wrongful conduct.
9. Modification. Except as provided herein, no change or modification of this Agreement will be valid unless the same is in writing and signed by both Parties.

10. Integration. This Agreement, including referenced Attachments, represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by either party except as expressly set forth herein, or in other contemporaneous written agreements.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the Parties through their undersigned representatives have caused this Agreement to be executed in duplicate original.

Signed, sealed and delivered in the presence of:

**DAYTONA BEACH PROPERTY HOLDINGS RETAIL, LLC**, a Delaware limited liability company

\_\_\_\_\_  
Witness 1

By: Daytona Beach Property Holdings, LLC, a Delaware limited liability company, its managing member

\_\_\_\_\_  
Print Name of Witness 1

By: ISC Properties, LLC, a Florida limited liability company, its managing member

\_\_\_\_\_  
Witness 2

By: International Speedway Corporation, a Florida profit corporation, its managing member

\_\_\_\_\_  
Print Name of Witness 2

By: \_\_\_\_\_  
Print Name: Craig A. Neeb  
Title: Executive Vice President - Chief Innovation and Development Officer

**STATE OF FLORIDA  
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by Craig A. Neeb, Executive Vice President – Chief Innovation and Development Officer, International Speedway Corporation, as managing member of ISC Properties, LLC, as managing member of Daytona Beach Property Holdings, LLC, as managing member of Daytona Beach Property Holdings Retail, LLC. They are personally known to me or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public

Commission No: \_\_\_\_\_

Signed, sealed and delivered in the presence of:

**ONE DAYTONA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government

*Ryan M. Ronk*

Witness 1

RYAN M. RONK

Print Name of Witness 1

By: *Kevin F. Bowler*

Name: KEVIN F. BOWLER

Title: CHAIRMAN

*Thomas Thompson*

Witness 2

Thomas Thompson

Print Name of Witness 2

**STATE OF FLORIDA  
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of November, 2019 by Kevin Bowler, of the One Daytona Community Development District. They are personally known to me or produced \_\_\_\_\_ as identification.

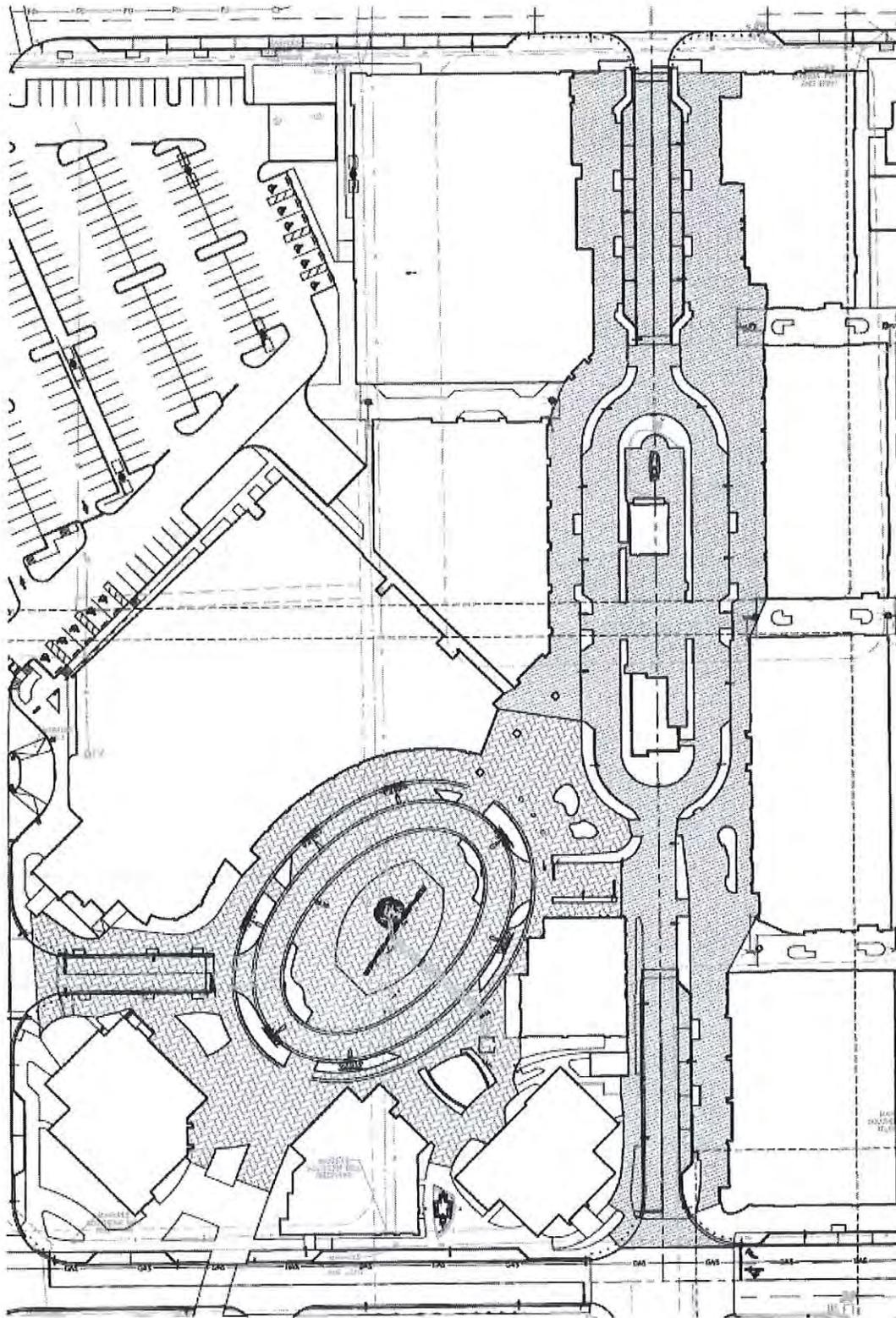
*Meagan Burgess*

Notary Public

Commission No: \_\_\_\_\_



Exhibit A



**One Daytona  
Community Development District**

**Consideration of Resolution 2020-03,  
Ratifying the District Entering into an  
Easement Agreement with Daytona  
Apartment Holdings**

**RESOLUTION NO. 2020-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF ONE DAYTONA COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE DISTRICT ENTERING INTO AN EASEMENT AGREEMENT BETWEEN DAYTONA APARTMENT HOLDINGS, LLC, AND THE DISTRICT GRANTING DAYTONA APARTMENT HOLDINGS, LLC THE EXCLUSIVE, PERPETUAL RIGHT, PRIVILEGE, AND EASEMENT TO INSTALL, OPERATE AND MAINTAIN IN PERPETUITY, UNDERGROUND AND ABOVE GROUND IMPROVEMENTS ASSOCIATED WITH A CLUB HOUSE OWNED BY DAYTONA APARTMENT HOLDINGS, LLC WITHIN THE EASEMENT AREA.**

**WHEREAS**, the One Daytona 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"), and City of Daytona Beach Ordinance Number 14-29 ("Ordinance"); and

**WHEREAS**, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services including, but not limited to, public roadways, parking garages, utilities, stormwater management, landscaping, lighting and signage, amenities and other infrastructure; and

**WHEREAS**, Daytona Apartment Holdings, LLC, a Florida limited liability company ("DAH") is the owner of certain property described as Lot 5 located within the District, as illustrated on the One Daytona Plat dated October 11, 2018 and recorded in Map Book 59, Page 124 of the Public Records of Volusia County, Florida ("One Daytona Plat"); and

**WHEREAS**, subsequent to the dedication of Tract 4, as illustrated on the One Daytona Plat, to the District, the design was modified to allow for a retaining wall to be constructed into Tract 4 to permit the construction of a pool deck without impacting the function of the stormwater pond located on Tract 4; and

**WHEREAS**, the Easement Agreement, attached hereto as **Exhibit "A"**, was entered into on August 22, 2019 granting DAH the exclusive, perpetual right, privilege, and easement to install, operate and maintain in perpetuity, underground and above ground improvements associated with DAH's club house located within the Easement Area.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ONE DAYTONA 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 Board hereby ratifies the Easement Agreement attached hereto in substantial form as **Exhibit "A"** in furtherance of the District granting DAH the exclusive, perpetual right, privilege, and easement to install, operate and maintain in perpetuity, underground and above ground improvements associated with DAH's club house located within the Easement Area outlined therein and directs the District Manager and District staff to carry out the terms and obligations provided therein.

**SECTION 3.** This Resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED** this **13<sup>th</sup>** day of **December**, 2019.

ATTEST:

**ONE DAYTONA COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Assistant Secretary  
Printed Name:

\_\_\_\_\_  
Chairman  
Printed Name:

**EXHIBIT "A"**

**EASEMENT AGREEMENT**

Record and return to:

Steven B. Greenfield, Esq.  
6111 Broken Sound Parkway, NW  
Boca Raton, FL 33487

### **EASEMENT**

THIS EASEMENT (“Easement”) from **One Daytona Community Development District**, a special purpose form of local government established pursuant to and governed by Ch 190, Fl Statutes (“GRANTOR,” whether one or more) to **Daytona Apartment Holdings, LLC**, a Florida limited liability company with an address of 4651 Sheridan Street, Suite 480, Hollywood, FL 33312 and its successors, lessees, licensees, transferees, invitees, lessees, permittees, apportionees, and assigns (“GRANTEE”);

### **WITNESSETH:**

THAT **GRANTOR**, for and in consideration of the sum of ONE DOLLAR (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant unto **GRANTEE**, the exclusive, perpetual right, privilege, and easement to install, operate and maintain in perpetuity, underground and above ground improvements associated with the Grantee’s club house including but not limited to a pool deck, associated retention wall, associated lake fill, fence, trellis, pipes, machinery, pumps, hoses, reinforced concrete foundations and walls together with all collateral equipment Grantee deems reasonable and necessary or desirable in Grantee’s sole and exclusive opinion, (the “improvements”) over, under, upon, across, through and within the following described lands in Volusia County, Florida, and referred to hereinafter as the Easement Area to wit:

See “Exhibit A” which shall be known as the Easement Area

The rights herein granted to **GRANTEE** by **GRANTOR** specifically include the right:

- (a) for **GRANTEE** to patrol, inspect, alter, improve, add to, repair, rebuild, relocate, and remove any improvements and any and all collateral equipment in relation thereto;
- (b) for **GRANTEE** to increase or decrease and/or change the quantity, size and type of improvements located within the easement area and any collateral equipment;
- (c) ingress and egress over the Easement Area and over portions of **GRANTOR**’s adjoining property for the purpose of exercising the rights herein granted;
- (d) to trim, cut, dig or remove from the Easement Area, at any time, trees, earth, dirt, rocks, limbs, undergrowth, structures or other obstructions;
- (e) to trim, cut or remove and to keep trimmed or remove dead, diseased, weak or leaning trees or limbs outside of the Easement Area

which, in the opinion of **GRANTEE**, might interfere with or fall upon the improvements or collateral equipment;

(f) to allow third parties to attach equipment to the improvements and/or collateral equipment including but not limited to wires, hoses, cables and other apparatus;

(g) and all other rights and privileges reasonably necessary or convenient for **GRANTEE's** safe, reliable and efficient installation, operation, and maintenance of the improvements and for the enjoyment and use of the Easement for the purposes described herein.

Failure to exercise the rights herein granted to **GRANTEE** shall not constitute a waiver or abandonment.

**GRANTOR** hereby warrants and covenants (a) that **GRANTOR** is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that **GRANTOR** has full right and lawful authority to grant and convey this easement to **GRANTEE**, and (c) that **GRANTEE** shall have quiet and peaceful possession, use and enjoyment of this easement. All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

Grantee agrees to indemnify and hold harmless Grantor from the use of the easement and rights setforth herein, including Grantee defending Grantor with counsel of Grantee's choosing from any claims asserted against Grantor arising from Grantee's use of the easement.

[Signature page follows]

IN WITNESS WHEREOF, this Easement has been executed by Grantor on this 22<sup>nd</sup> day of August, 2019, and is effective as of the Effective Date herein.



GRANTOR:

**One Daytona Community Development District**, a special purpose form of local government established pursuant to and governed by Ch 190, FI Statutes

ATTEST:

*[Handwritten Signature]*

Secretary

Jeff Berger

Print or Type Name

*[Handwritten Signature]*

Manager

KEVIN F. BOWLER

Print or Type Name

**SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:**

Grantor(s) mailing address:

*[Handwritten Signature]*

Signature of First Witness

Kenneth A. Willis

Print or Type Name of First Witness

*[Handwritten Signature]*

Signature of Second Witness

Ariel Flowers

Print or Type Name of Second Witness

State of Florida )

County of Volusia ) ss

The foregoing Easement was acknowledged before me this 22<sup>nd</sup> day of August, 2019, by KEVIN F. BOWLER and \_\_\_\_\_, its

Manager and its Secretary, respectively of **One Daytona Community Development District**, a special purpose form of local government established pursuant to and governed by Ch 190, FI Statutes on behalf of the Corporation who is/are personally known to me or who has/have produced drivers license as identification.

CORPORATE SEAL

NOTARY SEAL

*[Handwritten Signature]*

Name Ariel Flowers

Notary Public GG295441

Serial Number:

My Commission Expires: 1/27/23

**One Daytona  
Community Development District**

**Consideration of the Website Services,  
Maintenance and ADA Auditing Agreement with  
VGlobalTech**

**AGREEMENT BETWEEN THE ONE DAYTONA COMMUNITY DEVELOPMENT DISTRICT AND NEWAGETUTORS LLC, D/B/A VGLOBALTECH, FOR WEBSITE AUDITING, REMEDIATION, AND MAINTENANCE SERVICES**

THIS AGREEMENT (this “**Agreement**”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between:

**ONE DAYTONA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817 (the “**District**”), and

**NEWAGETUTORS LLC, D/B/A VGLOBALTECH**, a Florida limited liability company, with a mailing address of 636 Fanning Drive, Winter Springs, Florida 32708 (“**Contractor**”).

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information (“**Website**”); and

**WHEREAS**, the District has a need to obtain a qualified independent contractor to perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act (“**ADA**”), which ADA accessibility requirements and standards may change from time to time, and to remediate or otherwise convert the Website to meet such ADA accessibility requirements, to routinely audit the Website to ensure continued compliance with the ADA and to perform ongoing maintenance of the website, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the “**Services**”); and

**WHEREAS**, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

**WHEREAS**, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

**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:

**SECTION 1. RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

**SECTION 2. SCOPE OF WORK.** Contractor shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**, which Services include the following:

**A. EXISTING WEBSITE REMEDIATION/NEW WEBSITE BUILD.** Contractor shall either perform a one-time conversion and remediation of the existing Website or build a new Website,

which shall meet all compliance requirements under the ADA and compliance requirements based on federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "**WCAG**"). Specifically, Contractor shall, at a minimum:

- i. provide an ADA compliant Website and/or perform ADA website compliance check for the current Website, as applicable, and create project plan to provide an ADA compliant Website that meets, at minimum, the currently-effective WCAG standards;
- ii. cross-check compatibility of the Website with various web applications, including but not limited to mobile phones, tablets, laptop computers, desktop computers, and braille readers and other assistive technologies for accessibility;
- iii. convert up to two (2) years of accumulation of existing PDF documents to accessible formats for assistive technologies, as needed;
- iv. provide a webpage containing website accessibility policy that includes a commitment to accessibility for persons with disabilities, the District's engagement of Contractor for ADA specific services, in an effort to bring the Website into ADA compliance, accessibility standard used and applied to the Website (which shall be at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) for users encountering any problems (collectively, "**Accessibility Policy**");
- v. provide Contractor's ADA compliance shield, seal or certification for display on the Website ("**Compliance Shield**"); and
- vi. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor's expertise for Website design/best practices in accordance with the ADA.

**B. MAINTENANCE.** Contractor shall provide an ongoing maintenance of the Website to ensure continued compliance with WCAG. Specifically, Contractor shall:

- i. continue to provide and update, as needed, those Services identified in Section 2(A);
- ii. provide assistive support via telephone and/or email up to eight (8) hours per month, including regularly corresponding with the District staff regarding remediated documents, providing updates to the Website, and providing recommendations of remedial actions, as needed. Notwithstanding the foregoing, the District may request that Contractor attend a conference call or an in-person meeting of the District to review metrics, results and summaries of maintenance performed to-date;
- iii. remediate new documents identified by the District to accessible formats for assistive technologies, as needed, including new agenda materials. In the event that the District is allowed access to Contractor's proprietary batch conversion software ("**Software**") that creates compliant documents, the District shall first remediate new documents using the Software. If conversion by Software

fails to produce a compliant document, then Contractor shall remediate new documents within 24 hours of the District's request;

iv. provide and update Contractor's Compliance Shield and Accessibility Policy, which may need to be updated from time to time, for display and use on the Website;

v. secure "https" certification and provide premium, secure "cloud" hosting with fail-over, automated, and regular back-up measures to ensure continued functionality and accessibility of the Website (collectively, "Hosting"). Hosting shall also include, but not be limited to, unlimited file space, bandwidth, fast website response, and 99.9% website uptime;

vi. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**.

**C. QUARTERLY TECHNOLOGICAL AND HUMAN AUDITS.** Contractor shall perform, or cause to be performed, at least four (4) quarterly technological and human audits per year to ensure Website's compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the Website. After each audit, Contractor shall remediate any deficiencies identified during such audit and provide a written report to the District summarizing the audit and remediations made, if any. Contractor shall renew, on a quarterly basis, the Digital Asset Technical Compliance Seal and the Human Audit Seal (collectively, the "**Audit Seals**") on the Website.

**D. ADDITIONAL SERVICES.** In the event that the District desires additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

i. performing additional audit(s) of the Website;

ii. providing a point of contact to respond to public's requests for Website accommodation;

iii. converting documents for public records requests received by the District;

iv. providing assistive support to District staff that is in excess of eight (8) hours per month, at a rate not to exceed Fifty-Five Dollars (\$55.00) per hour; and

v. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

**E.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. While providing the Services, Contractor may sub-contract certain portions of the Services ("**Sub-Contracted Services**"); provided however, Contractor shall

remain responsible ensuring completion of all Services, including the Sub-Contracted Services, in accordance with the terms provided in this Agreement and **Exhibit A**.

**SECTION 3. COMPENSATION.** As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

**A. EXISTING WEBSITE REMEDIATION/NEW WEBSITE BUILD.** For performance of the Services as provided in Section 2(A) of this Agreement, the District shall pay a one-time fee of One Thousand Seven Hundred Fifty Dollars (\$1,750.00). Contractor shall invoice the District upon completion of the initial work provided in Section 2(A).

**B. MAINTENANCE.** For performance of the Services as provided in Section 2(B) of this Agreement, the District shall pay One Thousand Three Hundred and Eighty Dollars (\$1,380.00) per year, payable in twelve (12) equal monthly installments of One Hundred Fifteen Dollars (\$115.00). Parties understand and acknowledge that this includes document remediation pursuant to Section 2(B)(iii).

**C. QUARTERLY TECHNOLOGICAL AND HUMAN AUDITS.** For performance of the Services as provided in Section 2(C) of this Agreement, the District shall pay One Thousand Two Hundred Dollars (\$1,200.00) per year, payable in equal, quarterly installments of Three Hundred Dollars (\$300.00).

**D. INVOICES; PAYMENT.** Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

**SECTION 4. TERM AND TERMINATION.**

**A. TERM.** This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

**B. TERMINATION.** The District agrees that Contractor may terminate this Agreement for cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination.

**SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS.** Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and **Exhibit A**; (b) the Services shall be performed by qualified personnel in a

professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

## **SECTION 6. INTELLECTUAL PROPERTY.**

**A. CONTRACTOR MATERIALS.** Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

**B. THE DISTRICT MATERIALS; PUBLICITY AND TRADEMARKS.** The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content, under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor's Services (collectively, "**District Materials**") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers

(collectively, “**System**”), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable security policies for accessing the District’s System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District’s Website provider, create a back-up copy of all data that may be affected by Contractor’s access to the System.

**C. RIGHT TO DISPLAY CONTRACTOR’S COMPLIANCE SHIELD / ACCESSIBILITY POLICY.**

Pursuant to this Agreement, the Contractor shall provide the District with a Compliance Shield, applicable Audit Seal(s), and customized Accessibility Policy, which the District shall display on its Websites and web applications. The District is expressly prohibited from using the Compliance Shield and/or applicable Audit Seal(s) for any purpose not specifically authorized by this Agreement, and in no event may use such Compliance Shield and/or applicable Audit Seal(s) for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

**SECTION 7. PUBLIC RECORDS.** Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jennifer Walden (“**Public Records Custodian**”). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 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 Contractor 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 Contractor’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 Contractor, Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 723-5900, MARTINEZV@PFM.COM, OR AT 12051 CORPORATE BOULEVARD, ORLANDO, FLORIDA, 32817.**

**SECTION 8. INDEMNITY.**

**A.** Contractor agrees to defend, indemnify, and hold harmless the District and its

officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents (including, but not limited to Lighthouse Central Florida, Inc., or any other company or individual performing human audits as required by Section 2(C) of this Agreement) in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. This specifically includes a lawsuit based on lack of ADA compliance or other website compliance insufficiencies. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

**B.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

**C.** In the event that Contractor assigns its obligations under this Agreement to a third party, Contractor acknowledges and agrees that Contractor shall require such third party to provide indemnification to the District consistent with the requirements of this Section 8.

**SECTION 9. SCRUTINIZED COMPANIES STATEMENT.** Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, 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, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

#### **SECTION 10. GENERAL PROVISIONS.**

**A. CONFLICTS.** The terms of this Agreement and **Exhibit A** are intended to complement each other, and to the extent they conflict, the terms of **Exhibit A** shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to **Exhibit A**; in all other respects, the provisions of this Agreement shall control.

**B. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

**C. INDEPENDENT CONTRACTOR.** It is understood and agreed that at all times the

relationship of Contractor and its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's or its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

**D. DISPUTE RESOLUTION.** Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

**E. APPLICABLE LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in the county of Orange County, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

**F. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**G. THIRD-PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason to or for the benefit

of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

**H. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

**I. NOTICES.** All notices, requests, consents, and other communications under this Agreement ("**Notice**" or "**Notices**") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

**If to Contractor:** NewAgeTutors LLC  
d/b/a VGlobalTech  
636 Fanning Drive  
Winter Springs, Florida 32708  
Attn: Vaibhav V. Joshi

**If to District:** One Daytona Community Development District  
12051 Corporate Boulevard  
Orlando, Florida 32817  
Attn: District Manager

**With a copy to:** Cobb Cole  
231 North Woodland Boulevard  
DeLand, FL 32720  
Attn: District Counsel

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

**J. ENTIRE AGREEMENT.** This Agreement, together with **Exhibit A**, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof. No provision of this Agreement may be amended, waived or modified unless the same is set forth in writing and signed by each of the Parties to this Agreement, or their respective successors or assigns.

**K. 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.

**L. ASSIGNMENT.** Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

**M. AMENDMENTS.** This Agreement may be amended or modified only by a written instrument duly executed by both parties.

**N. FORCE MAJEURE.** If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

**O. SURVIVAL.** In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

**P. WAIVER.** No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

**Q. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**R. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

**S. DESCRIPTIVE HEADINGS.** 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.

[SIGNATURES ON NEXT PAGE]

**IN WITNESS WHEREOF**, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST:

**ONE DAYTONA COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

WITNESS:

**NEWAGETUTORS LLC, D/B/A  
VGLOBALTECH**, a Florida limited  
liability company

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: Vaibhav V. Joshi, Manager

**Exhibit A:** Proposal for Services

**Exhibit A**

**Proposal for Service**

[Attach District-specific proposal]

# Proposal For One Daytona CDD

(URL: <https://www.onedaytonacdd.org/>) Website Type: Small

## Website Accessibility for People with Disabilities as per Nondiscrimination requirements of Title II of the American Disabilities Act (ADA) & WCAG

Date	Version#	Comments	Author
August 13, 2018	1.0	Updated "The Law, ADA and WCAG" section details	VB Joshi, Kristen T
January 10 <sup>th</sup> , 2019	2.0	Updated conversion and support costs based on discussed scope	VB Joshi
February 25, 2019	2.2	Updated fee-simple pricing and human audit seal	VB Joshi
March 21, 2019	2.3	Added quarterly audit as per insurance requirement	VB Joshi
March 28, 2019	2.4	Updated Annual Maintenance price for ADA support only	VB Joshi
May 7, 2019	2.5	Updated for CDD specific info after conversing with CDD Manager	VB Joshi
May 20, 2019	2.6	Added Human Audit Details	VB Joshi
June 9, 2019	2.7	Added Hosting and Backup to Maintenance	VB Joshi
July 7, 2019	2.8	Updated as per CDD requirements	VB Joshi
September 20, 2019	2.9	Adjusted negotiated price	VB Joshi



BBB Rating: A+

[Click for Profile](#)

**Your website gets 2 Compliance Seals**

**VGlobalTech's Technical Compliance Seal & Human Audit Compliance Seal\***

(\* Human Audit Contract required)



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

Visit <https://vglobaltech.com/website-compliance/> for details.

**COPYRIGHT ©:** This proposal and the contents within this document are solely created by VGlobalTech team for its customers and cannot be reproduced, copied, modified or distributed (including forwarding to other customers, competitors, web designers etc.) without the written consent of VGlobalTech. VGlobalTech company holds Intellectual Property details along with company software details that must not be shared with others without the written permission of the company. The proposal and software details are customized for the requesting customer and cannot be applied to any other customer / asset / solution. This document does not apply to a case if it is not exclusively sent to you by VGlobalTech upon request.

**Any violations are punishable under the law and shall be prosecuted.**

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## 1.0 The Law

Source: [http://www.leg.state.fl.us/statutes/index.cfm?App\\_mode=Display\\_Statute&URL=0100-0199/0189/Sections/0189.069.html](http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html)

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

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

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

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

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

1. The full legal name of the special district.
2. The public purpose of the special district.
3. The name, official address, official e-mail address, and, if applicable, term and appointing authority for each member of the governing body of the special district.
4. The fiscal year of the special district.
5. The full text of the special district's charter, the date of establishment, the establishing entity, and the statute or statutes under which the special district operates, if different from the statute or statutes under which the special district was established. Community development districts may reference chapter 190 as the uniform charter but must include information relating to any grant of special powers.
6. The mailing address, e-mail address, telephone number, and website uniform resource locator of the special district.
7. A description of the boundaries or service area of, and the services provided by, the special district.
8. A listing of all taxes, fees, assessments, or charges imposed and collected by the special district, including the rates or amounts for the fiscal year and the statutory authority for the levy

of the tax, fee, assessment, or charge. For purposes of this subparagraph, charges do not include patient charges by a hospital or other health care provider.

9. The primary contact information for the special district for purposes of communication from the department.

10. A code of ethics adopted by the special district, if applicable, and a hyperlink to generally applicable ethics provisions.

11. The budget of the special district and any amendments thereto in accordance with s.189.016.

12. The final, complete audit report for the most recent completed fiscal year and audit reports required by law or authorized by the governing body of the special district.

13. A listing of its regularly scheduled public meetings as required by s. 189.015(1).

14. The public facilities report, if applicable.

15. The link to the Department of Financial Services' website as set forth in s. 218.32(1)(g).

16. At least 7 days before each meeting or workshop, the agenda of the event, along with any meeting materials available in an electronic format, excluding confidential and exempt information. The information must remain on the website for at least 1 year after the event.

(b) The department's website list of special districts in the state required under s. 189.061 shall include a link for each special district that provides web-based access to the public for all information and documentation required for submission to the department pursuant to subsection

## 2.0 ADA & WCAG Compliance – Introduction

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

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

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

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

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

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

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

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

## 2.1 Common Problems and Solutions in Website Accessibility?

### 2.1.1 Problem: Images Without Text Equivalents

#### **Solution: Add a Text Equivalent to Every Image**

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

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

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

### 2.1.2 Problem: Documents Are Not Posted In an Accessible Format

#### **Solution: Post Documents in a Text-Based Format**

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

### 2.1.3 Problem: Specifying Colors and Font Sizes

#### **Solution: Avoid Dictating Colors and Font Settings**

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

### 2.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

#### **Solution: Include Audio Descriptions and Captions**

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

## 2.1.5 Web Content Accessibility Guidelines (WCAG)

### Understanding the Four Principles of Accessibility

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

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

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

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

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

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

**Visit <https://vglobaltech.com/website-compliance/> for details of our compliance process and expertise in this area.**

Please see References section for several resources on compliance.

### 3.0 Pricing

#### Website Complexity: **Small Level Websites**

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

#### 3.1 Existing Website Remediation / New Website Build:

	Task
1.	Remediate existing website / Build new website from start as per Florida Statute Chapter 189 requirements. Ensure ADA & WCAG compliance requirements. Customer shall provide all documents and content required. ALL webpages on the website. Create accessibility document, code review, html updates, plugins / security updates required for ADA and WCAG compliance
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc.). Braille Readers, Other assistance technology compatibility
3.	<b>ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)</b>
4.	PDF Documents conversion (to Text, HTML etc.) as needed for ADA Compliance / Reader Compliance (up to 2 years of documents shall be converted)
5.	Create a webpage showing websites ADA Compliance efforts
6.	Create customized footer with <b>VGlobalTech's ADA Compliance Seal</b> (valid for 1 year only)
7.	<b>Web Design Total: \$1750/- (one time)</b>

### 3.2 ADA Compliance Monthly Maintenance and Hosting

Maintenance contract starts after initial conversion is completed (It is critical to maintain compliance as websites get updated):

The Annual Maintenance **DOES NOT** include the quarterly audits proposed in the next section. Maintenance contract is required for VGlobalTech’s proprietary document conversion software (PDF to RTF) to be used that allows faster, accurate and batch processing for document conversion.

	Task
1.	Full content upload support to regularly keep site updated (includes all documents, audit reports, agendas, meeting minutes, events etc). Ensure content is in ADA and WCAG compliance for the entire site. Section 508 stipulations (applicable to CDD) and FIA /eGIS insurance requirements are met. These points are very critical to maintain a fully compliant website at all times. <b>Update turnaround time – less than 24 hrs from customer sending the content and documents to be updated to VGT team.</b>
2.	PDF Documents conversion (to Text, HTML etc) as needed ( <b>new documents during the maintenance year only</b> ) for ADA Compliance / Reader Compliance. VGlobalTech’s <b>proprietary batch conversion software</b> shall be used by our team for faster batch-conversion processing as long as the contract is valid (big time saver that creates compliant documents that can be uploaded to the website). <b>There is no limit on how many documents or pages per documents can be converted per month using VGlobalTech’s software.</b> If Auto conversion fails, VGlobalTech team shall perform manual OCR and conversion within 24 hrs.
3.	Update footer with VGlobalTech’s ADA Compliance Seal (extended for current year)
4.	Web hosting and email support
	<p><b>Total Monthly Maintenance with full content upload, document conversion:</b>  <b>\$115 / month</b></p> <p>*support beyond 8 hrs. / month / CDD shall be billed at \$55 / hr. separately (VGlobalTech team shall be responsible to track and report hours exceeded, if any)            ***Monthly maintenance must be paid before the 10<sup>th</sup> of every month</p>

### 3.3 Quarterly Technical and Human Audit

This audit is as per the Florida Insurance Alliance guidelines. Please check with your insurance agency for specific requirements. **Read more here:** [https://vglobaltech.com/wp-content/uploads/2019/03/FIA\\_ADA\\_Guidelines-2019-2020.pdf](https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf)

VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>

**Together we are now able to provide not one but two compliance seals for all our customers:**

#### 1. Digital Asset Technical Compliance Seal:



VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech’s technical design & development team is fully aware of the Americans with Disability Act (**ADA**), Web Content Accessibility Guidelines (**WCAG**), **Section 508** of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

#### 2. Human Audit Seal:



LightHouse Works’ visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

**Cost for Audit: \$1200 / per year – Includes 4 Audits**

- Can be paid yearly for all 4 audits (\$1200) or can be paid per audit every quarter \$300
- Seals renewed every quarter
- Audits are conducted by VGlobalTech
- Full Audit reports

This proposal includes following points, stipulations terms and conditions:

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

\* email and phone communication

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

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

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

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

## 4.0 Proposal Acceptance:

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

**Select Proper Option Below, Sign and Date, Return to [contact@vglobaltech.com](mailto:contact@vglobaltech.com):**

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### **Option1: Website only**

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

### **Option2: Website and Monthly Maintenance**

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

+

*Section 3.2 ADA Compliance Monthly Maintenance and Hosting*

### **Option3: Website and Quarterly Audits**

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

+

*Section 3.3 Quarterly Technical and Human Audit Testing*

### **Option4: Website, Monthly Maintenance w/ Hosting and Quarterly Audits**

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

+

*Section 3.2 ADA Compliance Monthly Maintenance and Hosting*

+

*Section 3.3 Quarterly Technical and Human Audit Testing*

## Signatures:

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For Customer

Date

VB Joshi

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For VGlobalTech

Date

## 5.0 References:

**ADA Best Practices Tool Kit for State and Local Governments:**

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

**U.S. Department of Justice, Civil Rights Division, Disability Rights Section**

<https://www.ada.gov/websites2.htm>

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

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

**VGlobalTech Web Content Accessibility Implementation and Checkpoints:**

<http://vglobaltech.com/website-compliance/>



**One Daytona  
Community Development District**

**Ratification of Funding Requests 66-76**

**One Daytona Community Development District**

**Funding Request No. 66**

**7/16/2019**

Item No.	Payee	Invoice No.	General Fund FY18	General Fund FY19
<b>1</b>	<b>Carr Riggs &amp; Ingram</b> Final Billing on FY 18 Audit	16710472		\$ 500.00
<b>2</b>	<b>Cobb Cole</b> District Counsel Through 5/31/19	155011		\$ 2,514.50
<b>3</b>	<b>The Daytona Beach News-Journal</b> Legal Advertising	2333340		\$ 575.79
<b>4</b>	<b>VenturesIn.com, Inc</b> July 2019 E-mail and Application Hosting	44661		\$ 105.00
		<b>Subtotal</b>	<b>\$ -</b>	<b>\$ 3,695.29</b>
		<b>Total</b>	<b>\$3,695.29</b>	

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Secretary / Assistant Secretary

**One Daytona Community Development District**

**Funding Request No. 67**

**7/16/2019**

Item No.	Payee	Invoice No.	General Fund FY18	General Fund FY19
<b>1</b>	<b>PFM Group Consulting, LLC</b> District Management Fee July 2019	DM-07-2019-0048		\$ 2,500.00
<b>Subtotal</b>			<b>\$ -</b>	<b>\$ 2,500.00</b>
<b>Total</b>			<b>\$2,500.00</b>	

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Secretary / Assistant Secretary

**One Daytona Community Development District**

**Funding Request No. 68**

**8/5/2019**

Item No.	Payee	Invoice No.	General Fund FY18	General Fund FY19
<b>1</b>	<b>Cobb Cole</b>			
	District Counsel thru 6/30/19	155770		\$ 402.00
<b>2</b>	<b>PFM Group Consulting,LLC</b>			
	March 2019 Postage	OE-EXP-00086		\$ 2.00
	April 2019 Postage	OE-EXP-00087		\$ 3.50
	May 2019 Postage	OE-EXP-00088		\$ 2.50
	May 2019 Fedex	OE-EXP-00089		\$ 2.15
<b>3</b>	<b>VenturesIn.com, Inc</b>			
	August 2019 Application and e-mail hosting	44752		\$ 105.00
		<b>Subtotal</b>	<b>\$ -</b>	<b>\$ 517.15</b>
		<b>Total</b>	<b>\$517.15</b>	

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Secretary / Assistant Secretary

**One Daytona Community Development District**

**Funding Request No. 70**

**8/26/2019**

Item No.	Payee	Invoice No.	General Fund FY18	General Fund FY19
<b>1</b>	<b>PFM Group Consulting,LLC</b>			
	August 2019 District Management Fee	DM-08-2019-0045	\$	2,500.00
	July 2019 Postage & Fedex	OE-EXP-00322	\$	9.90
		<b>Subtotal</b>	<b>\$ -</b>	<b>\$ 2,509.90</b>
		<b>Total</b>	<b>\$2,509.90</b>	

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Secretary / Assistant Secretary

**One Daytona Community Development District**

**Funding Request No. 71**

**9/9/2019**

Item No.	Payee	Invoice No.	General Fund FY18	General Fund FY19
<b>1</b>	<b>Cobb Cole</b> District Counsel thru 7/31/19	156482		\$ 1,235.39
<b>2</b>	<b>VenturesIn.com, Inc</b> September 2019 Application and e-mail hosting	44812		\$ 105.00
		<b>Subtotal</b>	<b>\$ -</b>	<b>\$ 1,340.39</b>
		<b>Total</b>	<b>\$1,340.39</b>	

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Secretary / Assistant Secretary

**One Daytona Community Development District**

**Funding Request No. 72**

**9/23/2019**

Item No.	Payee	Invoice No.	General Fund FY19	General Fund FY20
<b>1</b>	<b>Egis Insurance &amp; Risk Advisors</b>			
	FY20 Insurance Renewal	9628		\$ 5,894.00
<b>2</b>	<b>PFM Group Consulting, LLC</b>			
	Mar-July 2019 Travel expenses	105936	\$ 61.10	
		<b>Subtotal</b>	<b>\$ 61.10</b>	<b>\$ 5,894.00</b>
		<b>Total</b>	<b>\$5,955.10</b>	

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Secretary / Assistant Secretary

**One Daytona Community Development District**

**Funding Request No. 73**

**9/30/2019**

Item No.	Payee	Invoice No.	General Fund FY19	General Fund FY20
<b>1</b>	<b>Cobb Cole</b>			
	District Counsel through 8/31/19	157038	\$ 3,678.50	
<b>2</b>	<b>PFM Group Consulting, LLC</b>			
	September 2019 District Management Fee	DM-09-2019-0045	\$ 2,500.00	
	August 2019 Postage	OE-EXP-00403	\$ 2.50	
<b>Subtotal</b>			<b>\$ 6,181.00</b>	<b>\$ -</b>
<b>Total</b>			<b>\$6,181.00</b>	

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Secretary / Assistant Secretary

**One Daytona Community Development District**

**Funding Request No. 74**

**10/7/2019**

Item No.	Payee	Invoice No.	General Fund FY19	General Fund FY20
<b>1</b>	<b>Florida Department of Economic Opportunity</b>			
	FY 2020 annual report	74574		\$ 175.00
<b>2</b>	<b>VenturesIn.com</b>			
	October 2019 Website Fee	44861	\$ 105.00	
		<b>Subtotal</b>	<b>\$ 105.00</b>	<b>\$ 175.00</b>
		<b>Total</b>	<b>\$280.00</b>	

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Secretary / Assistant Secretary

**One Daytona Community Development District**

**Funding Request No. 75**

**10/21/2019**

Item No.	Payee	Invoice No.	General Fund FY19	General Fund FY20
<b>1</b>	<b>Cobb Cole</b> District Counsel through 9/30/19	157573	\$ 1,025.85	
<b>2</b>	<b>Zev Cohen &amp; Associates, Inc.</b> Engineering Services through 9/30/19	71134	\$ 2,003.75	
<b>Subtotal</b>			<b>\$ 3,029.60</b>	<b>\$ -</b>
<b>Total</b>			<b>\$3,029.60</b>	

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Secretary / Assistant Secretary

**One Daytona Community Development District**

**Funding Request No. 76**

**11/5/2019**

Item No.	Payee	Invoice No.	General Fund FY19	General Fund FY20
<b>1</b>	<b>PFM Group Consulting, LLC</b>			
	October 2019 District Management Fee	DM-10-2019-0056	\$ 2,500.00	
<b>2</b>	<b>VenturesIn.com, Inc.</b>			
	November 2019 Website and email hosting	44895	\$ 105.00	
<b>Subtotal</b>			<b>\$ 2,605.00</b>	<b>\$ -</b>
<b>Total</b>			<b>\$2,605.00</b>	

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Secretary / Assistant Secretary

**One Daytona  
Community Development District**

**Review of District's Financial Position**

**One Daytona Community Development District**

Statement of Activities

As of 11/30/2019

	General Fund	Debt Service	Long Term Debt Group	Total
<b><u>Revenues</u></b>				
Developer Contributions	\$6,174.00			\$6,174.00
Other Income & Other Financing Sources		\$2,000,000.00		2,000,000.00
Total Revenues	<u>\$6,174.00</u>	<u>\$2,000,000.00</u>	<u>\$0.00</u>	<u>\$2,006,174.00</u>
<b><u>Expenses</u></b>				
Public Official Insurance	\$2,652.00			\$2,652.00
District Management	2,500.00			2,500.00
Web Site Maintenance	210.00			210.00
Dues, Licenses, and Fees	175.00			175.00
General - Insurance	3,242.00			3,242.00
Principal Payment - Bond		\$2,000,000.00		2,000,000.00
Total Expenses	<u>\$8,779.00</u>	<u>\$2,000,000.00</u>	<u>\$0.00</u>	<u>\$2,008,779.00</u>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>				
Interest Income	\$20.14			\$20.14
Interest Income		\$180.83		180.83
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$20.14</u>	<u>\$180.83</u>	<u>\$0.00</u>	<u>\$200.97</u>
<b>Change In Net Assets</b>	(\$2,584.86)	\$180.83	\$0.00	(\$2,404.03)
<b>Net Assets At Beginning Of Period</b>	<u>\$8,657.71</u>	<u>\$42.22</u>	<u>\$0.00</u>	<u>\$8,699.93</u>
<b>Net Assets At End Of Period</b>	<u><u>\$6,072.85</u></u>	<u><u>\$223.05</u></u>	<u><u>\$0.00</u></u>	<u><u>\$6,295.90</u></u>

**One Daytona Community Development District**

Statement of Financial Position

As of 11/30/2019

	General Fund	Debt Service	Long Term Debt Group	Total
<b><u>Assets</u></b>				
<b><u>Current Assets</u></b>				
General Checking Account	\$3,182.29			\$3,182.29
Restricted Reserve	2,890.56			2,890.56
Revenue Series 2018		\$63.74		63.74
Redemption Account Series 2018		159.31		159.31
Total Current Assets	<u>\$6,072.85</u>	<u>\$223.05</u>	<u>\$0.00</u>	<u>\$6,295.90</u>
<b><u>Investments</u></b>				
Amount Available in Debt Service Funds			\$223.05	\$223.05
Amount To Be Provided			16,025,239.45	16,025,239.45
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$16,025,462.50</u>	<u>\$16,025,462.50</u>
<b>Total Assets</b>	<b><u>\$6,072.85</u></b>	<b><u>\$223.05</u></b>	<b><u>\$16,025,462.50</u></b>	<b><u>\$16,031,758.40</u></b>
<b><u>Liabilities and Net Assets</u></b>				
<b><u>Long Term Liabilities</u></b>				
Revenue Bonds Payable - Long-Term			\$16,025,462.50	\$16,025,462.50
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$16,025,462.50</u>	<u>\$16,025,462.50</u>
<b>Total Liabilities</b>	<b><u>\$0.00</u></b>	<b><u>\$0.00</u></b>	<b><u>\$16,025,462.50</u></b>	<b><u>\$16,025,462.50</u></b>
<b><u>Net Assets</u></b>				
Net Assets - General Government	\$8,657.71			8,657.71
Current Year Net Assets - General Government	(2,584.86)			(2,584.86)
Net Assets - General Government		\$42.22		42.22
Current Year Net Assets, Unrestricted		180.83		180.83
<b>Total Net Assets</b>	<b><u>\$6,072.85</u></b>	<b><u>\$223.05</u></b>	<b><u>\$0.00</u></b>	<b><u>\$6,295.90</u></b>
<b>Total Liabilities and Net Assets</b>	<b><u>\$6,072.85</u></b>	<b><u>\$223.05</u></b>	<b><u>\$16,025,462.50</u></b>	<b><u>\$16,031,758.40</u></b>

**One Daytona Community Development District**  
 Budget to Actual  
 For the month ending 11/30/2019

	Actual	Year To Date Budget	Variance	FY2020 Adopted Budget
<b><u>Revenues</u></b>				
Developer Contributions	\$ 6,174.00	\$ 17,755.00	\$ (11,581.00)	\$ 106,530.00
<b>Net Revenues</b>	<b>\$ 6,174.00</b>	<b>\$ 17,755.00</b>	<b>\$ (11,581.00)</b>	<b>\$ 106,530.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Public Official Insurance	\$ 2,652.00	\$ 474.33	\$ 2,177.67	\$ 2,846.00
District Management	2,500.00	5,000.00	(2,500.00)	30,000.00
Engineering	-	3,333.33	(3,333.33)	20,000.00
District Counsel	-	4,166.67	(4,166.67)	25,000.00
Audit	-	1,083.33	(1,083.33)	6,500.00
Travel and Per Diem	-	33.33	(33.33)	200.00
Telephone	-	16.67	(16.67)	100.00
Postage & Shipping	-	25.00	(25.00)	150.00
Copies	-	50.00	(50.00)	300.00
Legal Advertising	-	333.33	(333.33)	2,000.00
Hurricane Clean up	-	833.33	(833.33)	5,000.00
Contingency	-	833.33	(833.33)	5,000.00
Miscellaneous	-	241.67	(241.67)	1,450.00
Web Site Maintenance	210.00	721.67	(511.67)	4,330.00
Dues, Licenses, and Fees	175.00	29.17	145.83	175.00
General - Insurance	3,242.00	579.83	2,662.17	3,479.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 8,779.00</b>	<b>\$ 17,755.00</b>	<b>\$ (8,976.00)</b>	<b>\$ 106,530.00</b>
<b>Total Expenses</b>	<b>\$ 8,779.00</b>	<b>\$ 17,755.00</b>	<b>\$ (8,976.00)</b>	<b>\$ 106,530.00</b>
<b>Income (Loss) from Operations</b>	<b>\$ (2,605.00)</b>	<b>\$ -</b>	<b>\$ (2,605.00)</b>	<b>\$ -</b>
<b><u>Other Income (Expense)</u></b>				
Interest Income	\$ 20.14	\$ -	\$ 20.14	\$ -
<b>Total Other Income (Expense)</b>	<b>\$ 20.14</b>	<b>\$ -</b>	<b>\$ 20.14</b>	<b>\$ -</b>
<b>Net Income (Loss)</b>	<b>\$ (2,584.86)</b>	<b>\$ -</b>	<b>\$ (2,584.86)</b>	<b>\$ -</b>