

**MINUTES OF MEETING
HEMINGWAY POINT
COMMUNITY DEVELOPMENT DISTRICT**

A telephone conference meeting of the Board of Supervisors of the Hemingway Point Community Development District was held on Wednesday, September 23, 2020 at 2:00 p.m. It is being held in accordance with the Office of the Governor, Executive Orders authorizing the use of communications media technology, the Board of Supervisors and members of the public may attend and participate in the meeting utilizing the call-in information 1-224-501-3412, Access Code: 521-143-189.

Present and constituting a quorum were:

Russell Brick
Cheryll Angell
Carlos Suarez
Osmay Torres

Vice Chairman (via teleconference)
Assistant Secretary (via teleconference)
Assistant Secretary (via teleconference)
Assistant Secretary (via teleconference)

Also present were:

Paul Winkeljohn
Scott Cochran

District Manager (via teleconference)
District Counsel (by phone)

FIRST ORDER OF BUSINESS

Roll Call

Mr. Winkeljohn called the meeting to order and called roll.

SECOND ORDER OF BUSINESS

**Approval of the Minutes of the
August 26, 2020 Meeting**

Mr. Winkeljohn: Your minutes are in the packet, if those are ok a motion would be welcomed.

On MOTION by Ms. Angell seconded by Mr. Suarez with all in favor, the Minutes of the August 26, 2020 Meeting were approved.

THIRD ORDER OF BUSINESS

Consideration of Engagement Letter with Grau & Associates to perform the Audit for Fiscal Year Ending September 30, 2020

Mr. Winkeljohn: Your engagement letter from the selected auditor is before you, we told you we would bring that back to you for execution. It's in a form approved by District counsel as well, so a motion to authorize execution would be appreciated.

On MOTION by Ms. Angell seconded by Mr. Brick with all in favor, accepting the engagement letter with Grau & Associates to perform the audit for Fiscal Year ending September 30, 2020 was approved.

FOURTH ORDER OF BUSINESS

Staff Reports

Mr. Winkeljohn: That brings us to staff report, Scott, how are you today?

A. Attorney

Mr. Cochran: Good, how are you? Not a whole lot to report, just with respect to us meeting this way via the video conference, as it currently stands nothing has changed since the last meeting, and the Governor's Order that lifts the requirement that the quorum meet in person, that lift will expire at the end of this month. So, unless there is a further extension any meeting occurring October 1st or thereafter, we'd go back to the old way of doing things where a quorum of the Board has to meet in person, so I just wanted to update you all on that, but that's really all I have.

Mr. Winkeljohn: Ok, any questions for Scott?

B. Engineer

Mr. Winkeljohn: We have nothing from our engineer today.

C. CDD Manager - Discussion of Financial Disclosure Report from the Commission on Ethics - *everyone has filed*

Mr. Winkeljohn: Just congratulating all of you for your Form 1s, and at the same time for those of you who are on the Board, June 1st it will start all over again.

D. Property Manager

Mr. Winkeljohn: I sent out an email and I can put it up on my screen if you don't have it in front of you, but basically the two respondents for painting the front entry features came back. All County was \$6,475 and the other contractor was Master Rollers, and I've used both of these companies, most recently Master Rollers did all of the features, clubhouses and gatehouses at South-Dade Venture, where you guys usually meet. They have a much more elaborate painting process, they only do painting. The other company does painting and mostly pressure cleaning for the Districts that I use, and both of them are extremely professional and capable. The price being \$400 different, I have no idea how it came out to be that close, but neither of them saw the specs, they were blind, but the big push was to make sure that the roof didn't leak down on to the appearance of the front anymore. I put in the spec that they use a white material to prevent that, All County likes that idea, but they prefer not to, they prefer to use a roofing mastic. They use a non-chlorine biodegradable material, I've seen them do it a lot for barrel tile roofs and things like that, and it dissolves that soot that gets on a roof, and they just rinse it off gentle with water, it seems to be his approach because he doesn't get the damage and the residue and all the headaches from cleaning a roof, but that's just their approach, regardless he'll do it with the white material.

Mr. Brick: That's All County?

Mr. Winkeljohn: Yes, and he'll do it with the white material, but he just doesn't recommend it, he would rather, when he comes in to do our pressure cleaning, just hit it for us with his roof treatment, and he'll keep it clean. So, it's up to you guys. The Sherwin Williams paint is a 10-year warranty, the materials used by All County is only a 5 year, I've never seen paint that doesn't rhyme with Benjamin and Moore that last 10 years, but that's my personal opinion, it's really up to you all. I don't have a recommendation of one over the other. Hello Ozzie.

Mr. Torres: Hello.

Mr. Brick: I'm reading the scope from All County, and it's a lot more comprehensive than the other guys.

Mr. Winkeljohn: Yes, and Ozzie I know you just joined us, do you have these two quotes up in front of you?

Mr. Torres: Yes, \$6,400 and \$6,800 I saw those.

Mr. Winkeljohn: Ok, so they're fairly similar, the Sherwin Williams is a little more comprehensive painting system, both are probably in essence equivalent but if you want to spend a little bit more, and I could probably negotiate the \$400, if you wanted to go with the guarantee of a 10 year, that sounds good too. I like the work that we got at South-Dade Venture from Master Rollers, but I use our pressure cleaner for painting all the time too, he does good work. I haven't seen it over 10 years yet, but it's really up to you all to give me direction. Normally, if this were in the \$3,000 range like I thought it was going to be, I would have pulled the trigger already, I usually like to do it right, as you guys have heard me say, late September or early October when the rains and the winds are drier, so I stand by for your direction.

Mr. Brick: Are we going to have to pull a permit for this?

Mr. Winkeljohn: I don't think so, for repainting, as long as you don't change the color, it's a county project, I don't usually get a permit for that in Homestead and cities like Coral Gables, I don't use permits for painting government structures, typically, but I'm happy to, there's an allowance of \$1,000 in here for the permit.

Mr. Brick: Well, if we don't have to pull a permit, we don't have to incur that extra cost, especially not at \$950.

Mr. Winkeljohn: Right, that is true.

Mr. Brick: I mean, I can install hurricane windows and doors for less.

Ms. Angell: I do like the 10 warranty with the Master Rollers Painting.

Mr. Winkeljohn: Right, and I'm comfortable, I usually don't trust warranties personally in most professions because you spend more time and money chasing them, but I have had good direct relationship with this company, so it's comforting to me that they have such a good warranty and I've heard all good things about the Sherwin Williams warranty. I don't know if you guys know the way they do their painting now, they stopped selling paint to contractors and they own the whole project and they pay the contractors, so when Master Rollers gets a project it's actually, you're contracting with Sherwin Williams, not Master Rollers, it's sort of a weird inversion the way they've

been doing things, but it's a pretty cool system. They did it that way so they could guarantee the right materials go on, they actually send a paint technician out to the site to confirm the choices made, so there's a higher level of analysis, it's not just Joe's painter popping up and deciding what to do to your project.

Mr. Brick: Sherwin Williams stand behind their products 100% too.

Mr. Winkeljohn: Yes, and I've experienced it recently.

Ms. Angell: I just want to say, my younger brother is a professional painter and he always uses Sherwin Williams, so I'm good with that.

Mr. Winkeljohn: Is there a motion?

Mr. Torres: I think the 10-year warranty is really good, and it's worth the \$400.

Mr. Suarez: The warranty is for the paint but if starts failing, do we have to pay for the labor to come out and do it, every time to fix it?

Mr. Winkeljohn: It really depends, but like Russ said, Sherwin Williams has been pretty aggressive in support of the customer in those arguments. I think you'd get excellent response out of either one of them, which is not typical in the warranty world from my experience, so I don't think you can go wrong in 10 years that could save you a lot of money.

Mr. Torres: It says here it's an 1/8 of inch or smaller, I think that's in case someone plows into a structure, that's not covered, so I think we have to make sure that it's just wear and tear of Mother Nature and the quality of the paint.

Mr. Winkeljohn: Right.

Mr. Brick: Ok.

Mr. Winkeljohn: Is there a motion? My audio went out, hold on.

Mr. Torres: I'm not talking, I muted myself.

Mr. Winkeljohn: And I don't have any news on the fountain, but that's certainly an open project we're still working on. I'm sorry, I broke up I think, did I ever get a motion on the painter?

Mr. Torres: I made the motion, and Carlos seconded.

On MOTION by Mr. Torres seconded by Mr. Suarez with all in favor, accepting the proposal from Master Rollers for a total amount of \$6,875 for painting of the entry features as stated on the record was approved.

FIFTH ORDER OF BUSINESS

Financial Reports

A. Approval of Check Run Summary

B. Balance Sheet and Income Statement

Mr. Winkeljohn: The next item is the financial reports, which is the check run summary, and balance sheet and income statement. If there are any questions, I can take them, or a motion to approve.

On MOTION by Ms. Angell seconded by Mr. Torres with all in favor, the Check Register and the Balance Sheet and Income Statement were approved.

SIXTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Mr. Winkeljohn: The other item of course that we get to talk about every month is what to do with the pool in terms of opening. We're right on the cusp I think of the next phase of Emergency Orders from the county, I don't have anything today, but I would anticipate that we might be able to open it up pretty soon. Have you guys had any feedback, I mean we have the usual headaches on property, but for today's purposes, does anybody have anything?

Mr. Brick: Have we gotten anywhere with the credentials?

Mr. Winkeljohn: The only thing we had, or at the last stage Anthony gave us the emails, and we're holding until directed to go ahead and start issuing.

Mr. Brick: I think we should start processing credentials and be ready for the opening rather than have people complaining that they can't get their credentials when the pool is open.

Mr. Winkeljohn: Right, ok so I can start the program, I'll draft the email and how it would be sent. I'd like your input before it goes out and we can start turning on the remote capability, and then as I get results and we get a large enough percentage I think the direction last time from the Board was, at that point we would turn off the key,

and assuming the pool's opened then that would force the remaining people with a key to seek out getting their phone credential.

Mr. Brick: Exactly.

Ms. Angell: Right.

Mr. Winkeljohn: Ok, alright. Well, look for that and I'll look for your feedback.

Ms. Angell: Ok.

Mr. Winkeljohn: Because I have the most current available database from the HOA, that won't be everyone but we can put up a sign at the pool with a contact point, and the person who has a key can't get in, that will drive them to us.

Mr. Brick: We're going to have to have some sort of criteria to identify these people, because I'm sure you're going to have people calling up and asking for a credential that don't even live here.

Mr. Winkeljohn: Right, and what I do is I can give them the current data from the County Appraiser's site, which is what CDDs live off of, and if they are not listed on the deed, I have basically a one-page affidavit that they get signed by the owner of the property. So, if they're a renter, that forces them to be designated, and that's within our rules that they be the designated owner of the property through other contract, we don't interpret that contract, we don't interpret HOA membership rules, or resident rules, but that at least forces them to have an acknowledged resident. We could put a little blurb on there that if they designate this person that they still may be held responsible for any damage, we could put that in there probably because that is related to what our rules say. That's about the best effort I know of without the HOA doing it, and vetting everyone, and using the layers of rental agreements through the HOA, that's an extra, they have background checks and financial checks which we can't do.

Mr. Brick: That's if any rental agreements actually exist.

Mr. Winkeljohn: Right, and I think we've come to realize that isn't entirely a mature process for the HOA, so if we're going to do this we have to do it our way, and I think it will be successful, but you'll have a few headaches, but the beauty of the credential system is you can turn it off.

Mr. Brick: Right.

Mr. Torres: Quick question on this because I know that we discussed that anybody, that Miami-Dade County that purchased a key, which now it would be a key FOB, and is allowed in, so I don't know to be honest with you, what the relevance is of any rental agreement, or any HOA sign off when, you don't have to be a member of the HOA. I can live in West Kendall and pay whatever it is and get my key, so wouldn't it just be a verification of, did they pay, and do they actually live in Miami-Dade County, or whatever.

Mr. Winkeljohn: In the District, yes, they have to be a member of the District, and if they're not a member of the District, they would have to pay to become a member of the District which is in our fees. So, I hear what you're saying, and I guess historically I just try to consider every possible party that wants to be in this process to make sure we're not opening a door for people to utilize the benefits of the community without really meeting all of the rules of the community, the HOA included. So, it's a best effort and if it's not necessary, then it's not necessary.

Mr. Torres: If not, just trying to save any red tape or any headaches, but I can see how if somebody is a renter, or someone who is not renting, can state that they are renters, and if there's no agreement than they would have to pay because the owner paid the \$250, the rental agreement waives your requirement as a renter to pay that agreement, so if you don't have a rental agreement drafted up, the other option is just have them be a club member of the District, because you have to pay that as an individual. I just want to make sure we don't think that, just because you don't have a rental agreement you can't be a member, you can join.

Mr. Winkeljohn: Got it.

Mr. Brick: Isn't it \$950 a year?

Mr. Winkeljohn: It's in that range, I don't have it right in front of me, it's pretty expensive for going swimming. Alright, I will proceed accordingly. So, on the pool opening, again, I'm wondering if there's going to be this interim period where a pool like ours is feasible, because if you're hearing the latest CDC guidelines, vaccines and such like that, on a grand scale and applied throughout are over a year away, but the outdoor activities, I'm guessing that those are going to start to be pretty loose with school

reopening next month, probably this time next month we probably might be considering opening.

Mr. Brick: Yes, I'm good with that.

Mr. Winkeljohn: And I'm starting to sense that 6 months ago the concept of social distancing and policing and stuff like that, and the rules of a pool, but our pool is unique where we may not have to have the staffing demands in the near future that we would have had 6 months ago for the last 6 months. I'm thinking that phase 3 and such would just be maybe doubling the custodial role, and maybe having a non-staffed environment. So, if that's the case, then we're probably going to be good.

Mr. Torres: We're going to probably have to have a hand sanitizer stations or something like that.

Mr. Winkeljohn: Yes, that's required, we could put those up, it would be a big headache but as a service to the community, something for them to do, I think that might be on our lap next month, and related to that would be our actual meetings. I'm going to expect that in October that the Governor lifts the in person quorum requirement like Scott said, that we don't have one now and it hasn't been extended, what I'm seeing in most of my municipalities is that, and Districts like yours, is that they would have the minimum number of people to meet the Sunshine law, which is 3 Board members in the clubhouse, and we can accommodate that in our meeting place, but that the public might be still required to participate through some virtual means, and we could have a limited number of attendees in a meeting, I can have like 6 chairs, we can spread them out, we can do all of the distancing and sanitizing in the meeting room, you guys can wear masks if that's the rule, if it's indoors, we could do outdoors, and maybe not have to try to do a meeting with masks, if the Sunshine law is lifted. So, I'm seeing sort of a hybrid of what we've been doing the last 5 or 6 months.

Mr. Brick: Scott, do we need to worry about any kind of waiver in the pool?

Mr. Cochran: You don't need to worry about one, we have prepared one for other Districts, so you can certainly have one. I think the issue there would be how you would go about getting it, because most of the other Districts where I'm seeing it happen is where there's a pool adjacent to a clubhouse or connected to the clubhouse and they have to check in at the front desk kind of thing so they're right there, have

them do the waiver there. So, I don't know logistically how that works out, but from a legal standpoint you are allowed to do that and it's something we could do here if that's what the Board would like.

Mr. Brick: Could the waiver be attached to the acceptance of the credential?

Mr. Cochran: I mean, that's more a technical logistical question, because I don't know how that process works, so it's not really a legal question, it's more a question for Paul.

Mr. Brick: Well, all I'm asking really is Miami is a very meticulous kind of environment, so I don't want to see somebody trying to sue the CDD or even the HOA or whatever, over coming to the pool and they got sick from someone. Is that something that we would need to worry about even?

Mr. Cochran: Well, I mean it's always a possibility, that you don't have to have a valid or legitimate case in order to file a lawsuit, anybody can do that, you pay your filing fee, and file a suit, so just having a waiver won't prevent that from happening. What it really is for the District is any additional layer of protection or defense if that happened, there's a lot of arguments that are made and when there are things like waivers where people will try to get them invalidated, so it's not a silver bullet, but it's like I mentioned, it's one additional layer of protection or defense in that scenario, but I don't know, I've never heard that happening before. (inaudible comments) I haven't seen anything personally, lawsuits directed against people from opening facilities and having contracted COVID, but like you say, it's not just Miami, all of South Florida has to make these decisions, so it's strictly something I could foresee. I don't think it would be a bad idea, but it's not a silver bullet.

Mr. Brick: Ok.

Mr. Cochran: So as far as how it would work logistically for people to sign it or E-sign it or whatever, whether that's connected to the credentialing of the FOB or whatever, that's kind of a different issue, it's not really a legal issue.

Mr. Brick: Ok.

Mr. Winkeljohn: Alright, so I don't have any actionable items for you at this point, but if you just keep your eyes open as the rules come out in the next couple of weeks we'll react accordingly. Scott and I are doing advertisements as best we can to capture

all the possibilities, the good news is we're through the budget cycle so the required meetings are behind us for at least 6 or 8 months really, so that's a good thing, the bad thing is we don't know, so we'll just remain flexible.

SEVENTH ORDER OF BUSINESS Adjournment

Mr. Winkeljohn: I don't have anything else, so is there a motion to adjourn?

On MOTION by Ms. Angell seconded by Mr. Torres with all in favor, the Meeting was adjourned.


Secretary /Assistant Secretary


Chairman /Vice Chairman