



***Hemingway Point
Community Development District***

<http://www.hemingwaycdd.com>

**Russell Brick, Chairman
Anthony Toro, Vice Chairman
Cheryll Angell, Assistant Secretary
Carlos Suarez, Assistant Secretary**

August 23, 2023



Hemingway Point

Community Development District

Agenda

Seat 5: Russell Brick – (C.)	
Seat 2: Anthony Toro – (V.C.)	
Seat 1: Cheryll Angell – (A.S.)	
Seat 3: Carlos Suarez – (A.S.)	
Seat 4: Open Seat	

Wednesday
August 23, 2023
2:00 p.m.

Waterstone Bay Clubhouse
1355 Waterstone Way, Homestead, FL 33033
<https://meet.goto.com/614333661>
1 (872) 240-3412; Access Code: 614-333-661

1. Roll Call
2. Organizational Matters
 - A. Acceptance of Letter of Resignation from Ms. Randy Berbrick
 - B. Consideration of Appointment of Supervisor to Unexpired Term(s) of Office – Seat #4 (11/2026)
 - C. Oath of Office for Newly Appointed Supervisor(s)
 - D. Election of Officer(s)
3. Approval of the Minutes of the June 28, 2023 Meeting
4. Consideration of First Amendment to GMS-SF Management Agreement
5. Staff Reports
 - A. Attorney – Memorandum on 2023 Legislative Update
 - B. Engineer – Drainage Maintenance
 - C. Field/Property Manager – Monthly Report
 - D. CDD Manager – Discussion of Financial Disclosure Report from the Commission on Ethics and Reminder to File Annual Form
6. Financial Reports
 - A. Approval of Check Run Summary
 - B. Acceptance of Unaudited Financials
7. Supervisors Requests and Audience Comments
8. Adjournment

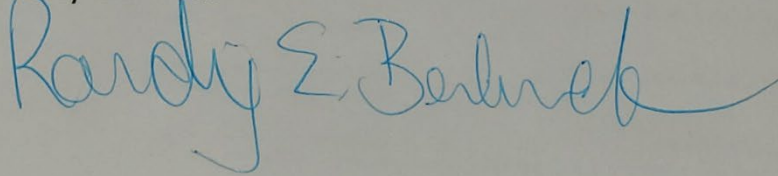
Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: <http://www.hemingwaycdd.com>

To whom it my concern,

8/1/23

I Randy Berbrick hereby resign my position on the Hemingway Point CDD board as of 8/1/23 it was my pleasure to serve my community, and with all of my fellow members.

Randy Berbrick

A handwritten signature in blue ink that reads "Randy E. Berbrick". The signature is written in a cursive style with a long, sweeping tail on the final letter.

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

The regular meeting of the Board of Supervisors of the Hemingway Point Community Development District was held on Wednesday, June 28, 2023, at 6:00 p.m. at 23770 SW 115th Avenue, Miami, Florida 33033.

Present and constituting a quorum were:

Russell Brick	Chairman
Cheryll Angell	Assistant Secretary
Carlos Suarez	Assistant Secretary
Randy Berbrick	Assistant Secretary

Also present were:

Paul Winkeljohn	District Manager
Ben Quesada	Governmental Management Services
Mayra Padilla	Governmental Management Services
Scott Cochran	District Counsel (by phone)
Wendy Castellanos	HOA Property Manager

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
April 26, 2023 Meeting**

Mr. Winkeljohn: Your minutes from the April 26, 2023 meeting have been circulated, they're on your tablets. If those are ok, a motion to approve is appreciated.

On MOTION by Mr. Suarez seconded by Ms. Angell with all in favor, the Minutes of the April 26, 2023 Meeting were approved.

THIRD ORDER OF BUSINESS

Public Hearing to Adopt the Fiscal Year 2024 Budget

A. Motion to Open the Public Hearing

Mr. Winkeljohn: We sent everybody a mailed notice to attend the public hearing today, and we open that public hearing initially by motion, is there a motion to open today's public hearing?

On MOTION by Ms. Angell seconded by Mr. Brick with all in favor, opening the Public Hearing was approved.

B. Public Comment and Discussion

C. Consideration of Resolution #2023-04 Annual Appropriation Resolution

Mr. Winkeljohn: In the record, I forwarded everyone the written comments that I had about the budget, you can choose to comment on them or not. I did have a little bit of detail I wanted to put on the record in relation to that. One of the things that we've been working on is pricing out and understanding what is required of our drainage system, and reflected in the future budget will be cleaning of the drainage system. We have some good news but, it's really not anything good and you'll hear in a minute, your drainage system is actually a very unusual one that it was intended to be, well, first of all, it's all french drains which means it just drains into the ground, so it's not a piped to a lake type drainage system which is what a water system or a waterway would be. That's how most people envision stormwater, yours basically is designed to percolate into the ground, and one of the ways they met that standard is the piece of land on the clubhouse tract, that dry retention area, that's literally catching the right amount of water for your greater community math. So, those are to be cleaned and then inspected and then transferred to the county for ownership purposes but, I did want to put on the record for everyone at the same time that very well does relieve you of the direct responsibility like a typical District who keeps those systems but, because it's part of a road tract, and it's not a piped system, the whole thing goes with the road to the county but, from a practical standpoint, the county maintaining the entire county drainage system is very unlikely that you're going to see any maintenance on there unless there's a serious problem, and to me, serious problem means flooding, and possibly flooding into somebody's driveway or even worse the ground floor, so catastrophic flooding by my definition. So, it's very typical for Districts, which you already do, you maintain certain parts of county landscape buffers and such

that technically are theirs but, they're not going to maintain them, we know that the residents maintain the trees on their street because they know they're not going to maintain them. Your drainage system very likely will stay as a maintenance item for you because of that, you're going to want to not wait for a failure of the system because it wasn't maintained, mostly likely, that would be staff's advice going forward. I just wanted to put that on the record because Ariel, in his comments, eventually got to the point that why are we considering maintaining something that we're not going to own, and I think I just answered why. You had a question?

Ms. Berbrick: Yes, so if that was brought up as an issue, or a question, maybe we should look at maybe the HOA taking over that part.

Mr. Winkeljohn: I don't usually ask a homeowner's association to do that because there's a technical element to it, just like we live in that environment on a daily basis so that would be like asking the CDD to oversee paint colors, we would never be asked to do that, so I would never ask a HOA to consider that.

Ms. Berbrick: Clearly, they have an issue with it.

Mr. Winkeljohn: I don't think it's they, I think it's an individual on behalf of himself, it was not represented as a community or a group of people.

Ms. Berbrick: Ok, well clearly someone had an issue with it.

Mr. Winkeljohn: It was just a question, and it was a fair question, and there's a fair answer.

Mr. Brick: Yes, it was a good question without a doubt.

Mr. Winkeljohn: Yes, so from that standpoint, I feel comfortable that we've addressed his question.

Ms. Berbrick: Great.

Mr. Winkeljohn: So, moving on, that was the only public comment we received, and we can see the rest of it happening by the absence of the public. So, with that, I would recommend you can close today's public comments, and there is no public on today's phone call either, so with that, we can close the public comment and discussion portion if you're ok with that and move on to resolution #2023-04 which is the annual appropriation resolution. You proposed basically a \$100 increase and so the assessment would go to that new level from \$732.09 to \$832.09 by motion.

On MOTION by Ms. Berbrick seconded by Mr. Brick with all in favor, Resolution #2023-04 the Annual Appropriation Resolution was approved.

D. Consideration of Resolution #2023-05 Levy of Non Ad Valorem Assessments

Mr. Winkeljohn: Then resolution #2023-05 is the levy of the Non Ad Valorem Assessments and this basically authorizes using the Non Ad Valorem Tax Assessment procedures which is the best deal in town, puts it on everybody's tax bill. Is there a motion to approve?

Ms. Angell: Can you just say that again?

Mr. Winkeljohn: This is the procedure of putting it on the tax bill, it's a resolution required to do that.

Mr. Quesada: The operating and maintenance.

Ms. Angell: Oh, alright.

Mr. Winkeljohn: Is that a motion?

Ms. Angell: Yes.

On MOTION by Ms. Angell seconded by Mr. Brick with all in favor, Resolution #2023-05 Levy of Non Ad Valorem Assessments was approved.

E. Motion to Close the Public Hearing

Mr. Winkeljohn: And before we close the public hearing, I did want to mention on this part of the record, that residents did also receive, and many of you did receive a public notice about the Lighting District in your community, that is completely separate from this procedure, and the responsibility of the District. It would seem reasonable that the District would conduct that business but, again, kind of like what we just talked about, this is an unusual history with your community, they created a separate District just for the lighting part and that's run by the county. So, I just wanted that under the public hearing portion that is a county assessment, and from my understanding they didn't charge it for several years, and they're making up that difference this year and hopefully it will go down for you all in the future but, I don't know any more than that.

Mr. Brick: I can tell you what they told me if you want.

Mr. Winkeljohn: Sure, why not.

Mr. Brick: So, she says that the money that we originally paid in taxes at the sale, all of that went into a pool, and that pool started to pay for whatever maintenance or assessments for the Special Lighting District. Well, that pool is now exhausted, and we have to start paying for it.

Mr. Suarez: Now, that's not a CDD line item?

Mr. Winkeljohn: It's a District, it's run by the county, but it's not ours.

(At this point several people were talking at one time, and no one conversation could be heard)

Mr. Quesada: It's a third entity, you have the HOA, the CDD, and your Lighting District.

Mr. Winkeljohn: And you have other taxes on your tax bill as well.

Mr. Suarez: I just wanted to make sure that's clear.

Mr. Winkeljohn: So, with that conversation concluded, is there a motion to close the public hearing?

On MOTION by Mr. Suarez seconded by Ms. Angell with all in favor, closing the Public Hearing was approved.

Mr. Suarez: I know what we can do, there was a PowerPoint presentation that we showed in the last meeting that shows the percentage of how much we put into different things, that kind of gave me a different view of where our money was going and those things, and I thought it was eye-opening. Is that on our website?

Mr. Winkeljohn: I believe so, we should put it on there if it's not, it was for the meeting.

Mr. Quesada: It was on the website because it's on the agenda for the meeting that we had at the clubhouse, I think that was the April meeting, April 26th, so it's on the website on the agenda.

Mr. Suarez: Ok, I just wanted to double-check, I think that's a good thing for people to see because you don't really dig deep into all that other financial stuff and all that, you can at least see that.

Mr. Quesada: I had a homeowner reach out to me recently about a couple of maintenance items, and one of them was we're still waiting on the traffic light, and when we did it that, he made reference to the budget, I sent him the PowerPoint presentation and not a word after that.

FOURTH ORDER OF BUSINESS

Discussion of Installation and Services Agreement

Mr. Winkeljohn: Moving on, item No. 4 I'm not familiar with, do you know what that is?

Mr. Quesada: Not by me, I just checked the agenda, and that was there.

Mr. Winkeljohn: Right, so I think that's a mistake, so we can just ignore item No. 4.

Mr. Quesada: Oh, I think I know what it has to do with, the Comcast encroachment, I think that's a question for Scott.

Mr. Winkeljohn: Ok, Scott, do you know what that is?

Mr. Cochran: Yes.

Mr. Winkeljohn: Go ahead.

Mr. Cochran: You guys had emailed me something that Comcast had forwarded to your office, I guess back in 2012 there was an installation and services agreement between Comcast and the developer essentially HBT Holdings, LLC, but it also references Hemingway Point in there. So, looking at the signature pages from it, it doesn't appear that it was ever signed or that this CDD was actually a party to the agreement. So, I don't know if it was dealing with the property the developer owned prior to turning it over to the CDD, that would be my guess maybe but, I guess they were asking to redo it, or something like that. So, I was just kind of waiting to see if you had questions about it or anything, but I would need some more information to really evaluate it. I don't know that it would be a renewal if we're not a formal party to the original, I would think it would be a new agreement.

Mr. Winkeljohn: Right, and the history I've had when these show up like this is the CDD acts and conducts like it's a start over discussion, and relates that to them that we're not that party but, we are the responsible party to some degree and what can we do for you and what can you do for us, is the Board ok with me sending that type of answer back and see what they say?

Mr. Brick: Yes.

Mr. Winkeljohn: Ok, how's that Scott, we'll push it back and see.

Mr. Cochran: Yes, I think we need more information from them in terms of whether it covers property that is owned by the District currently, or whether they want to include us because the reference is Hemingway Point in the agreement, but it's not a party to the agreement.

FIFTH ORDER OF BUSINESS

Staff Reports

Mr. Winkeljohn: Ok, so with that you can proceed with your attorney's report.

A. Attorney – Memorandum on Required Ethics Training

Mr. Cochran: Alright, first of all, I apologize for not being there in person today, I was planning to be there but, I got sick last night, and I'm still trying to recover so I didn't want to infect anyone with anything. So, there's one item that's included in your agenda package, it's a memorandum on required ethics training. You all that have been on the Board know that we typically give you an annual legislative update that summarizes the laws applicable to CDDs, we'll still be doing our normal one probably within the next couple of months but, we did want to highlight one specific item in this separate memo. So, what this is is that the legislature recently amended a Statute, and the effect of the amendment is that it requires CDD Board members, like other public officials in the State of Florida, to complete 4 hours annually of ethics training. Before it applied to different kinds of government officials but, it did not apply to CDD Board members, but this amendment is going to apply to Board members starting next year, 2024. So, what that means is, the good news is that you have a long time to complete the requirement, it's not due until December 31, 2024, so all the way to the end of next year. We do recommend, and we have some language in our memo about this, we would recommend trying to complete it by July 1st next year, so a year from now, and the reason for this is there's a check box on your Form 1 financial disclosure where you can certify that you have complied with that requirement. Your Form 1s are due this year, you don't have to worry about that because that requirement doesn't apply to you but, starting next year it will, so you can still do it either way but, that's the bottom line. We are going to be, as the time gets closer, we'll be monitoring with District management companies, and resources where you can complete this training, I would suspect there will be a lot of options to do it online from the comfort of your own home, so we will try to compile some lists of some

places that you can obtain that training in order to comply with the requirement. Like I said, it will become an annual thing starting next year, so you'll have to do the 4 hours each year, and the topics of the training are basically the same things that I discuss with you when you first come on the Board, the Government Sunshine Laws, the public records law, and the Code of Ethics, and so this will be a more robust form of that training, it's a classic example of a few bad apples spoiling it for the bunch, and so now everybody has to do the training.

Mr. Winkeljohn: I have a question, Scott.

Mr. Cochran: Sure, yes.

Mr. Winkeljohn: Would the Supervisors be entitled to their meeting stipend for that training?

Mr. Cochran: So, that question just came up in another meeting yesterday and I think generally no but, the way that you could probably make that happen is if you advertised a workshop for the purpose of completing that training, and then they could get compensated for that training but, I'd have to look into it. I don't think there's anything that specific yet but, I don't know that just completing it on your own, you'd be able to get that stipend but, I'd have to look into that further, but I think you could do it by advertising a workshop for the purpose of conducting that training, and then the whole Board could be there together or however many of them could make it and then if they attend that they could be compensated.

Mr. Winkeljohn: Ok, I've got a few creative ideas we could talk about later.

Mr. Cochran: Ok.

Mr. Winkeljohn: Ok, anything else for our friends today?

Mr. Cochran: No, that's all I have for today.

Mr. Winkeljohn: Alright, thank you, and I hope you feel better soon.

Mr. Cochran: Thank you.

B. Engineer

1) Proposal for Storm Drain Maintenance with Raptor Vac-Systems

2) Storm Drain Cleaning Map

Mr. Winkeljohn: Ben, you were coordinating with our engineer, you want to give the update on the drainage items?

Mr. Quesada: Yes. So, we had your drainage system evaluated by Raptor Vac, a gentleman that we use in several Districts, and it's really hard to beat his pricing, so we've already done all that legwork for you. So, if you go to page 51 on your agenda, it's in tab 5B-2, and you're going to see a map, and I want to pay close attention to some of the numbers he's showing you, it goes back to what Paul was saying during the public hearing of the budget, you have some drains there, and you see there's no general practice if it is your responsibility and you want to try to do anything above 5" or 6" on an annual basis because what could happen between one year and the next is once you get anywhere above 12", dirt and silt can start getting into the line. In your case you don't have a line but, as Paul said, it's even more important that you don't have any obstructions in your french drain system so that the water can go into the groundwater like it's supposed to. So, pay attention if you can, I was looking down at the bottom left here of the map, and you're going to see some that say 10", like 18" in some areas, and 12" so there's definitely some maintenance issues that we should definitely be tackling or whoever the responsible party is should be tackling, so we went ahead and got a proposal for you guys.

Mr. Brick: Ben?

Mr. Quesada: Yes.

Mr. Brick: Is this saying there's 18" of silt in this particular drain?

Mr. Quesada: Yes, so what they do is they come with a pole, they come and they go into the catch basins, and they basically measure how much silt, and it's a rod that has measurements on it, so it's like measuring your hand on the wall, the same type of concept but with a rod that they stick into the drain.

Mr. Winkeljohn: So, here's some follow-up, so under the ground horizontally is a pipe with holes in it, so when water fills up that pipe, the water drains through the bottom of the pipe and is gone, so the pipe holds some water. So, here's the surface of the ground, it goes down and it goes into that pipe, well when it comes down, they put a tray underneath it, and so the pipe is here and then the tray is here, that's the silt measurement, which is a catch basin. So, when that comes up above 6" now it's entering the height of the pipe, 6" to 8", it depends on how they're built, so what it means is the measurement says that it's an inch in the pipe also, or 2" or 3" or whatever the diameter of the pipe is, so that's why the math matters. So, in a perfect drain system you

have nothing in the catch basin but, if it's below the lip of the pipe, it's not interfering with the drainage at all but, its capacity for more silt is gone, so that's the long and short of it. Now, because you have a french drain, that pipe is perfectly parallel to the ground, if it were a gravity system to another pipe, to another lake, or something like that, it would have a pitch to it, and in those states they have to measure the whole length of the pipe but, yours is a one spot at a time, and you can see how many you have, it's a huge amount of numbers, it's a really good chart that he put together for you too.

Mr. Quesada: That's what I'm talking about, you have a good contractor, you don't even get this from your standard companies, they'll just tell you on a piece of paper what they think, but he goes the extra mile and maps it out for you.

Ms. Berbrick: So, that's each house, and that house has the problem?

Mr. Winkeljohn: No, it's in the street.

Ms. Berbrick: Ok, it's rain in the street, that's what I thought, I just wanted to make that clear.

Mr. Quesada: Yes.

Mr. Winkeljohn: Yes, so if you circled groups of 10s and 9s, or 7, 8, or 16 like you have a circle here of areas, so what we can also do is do a drive through the streets and look to see what might be putting that amount of sediment in that drain, and often times it's a pitch of a driveway, or landscaping from a house that the runoff from that house goes right into that drain all the time without any interference, so it fills it up very quickly. So, the long-term improvement of that is to mention to that homeowner, say hey, all that mulch, or you don't have good grass like your soil is running into that drain so, you would work with our friends at the HOA and maybe ask them to modify their landscaping enough to prevent that, and I can see one right away. So, my point is on 253rd you have 4 or 5 in a row, or 6 in a row that are all over 10", so there's something going on there, that's unusual. So, after they clean it, you'll have this and then you're going to want to do a second cleaning or inspection in a year from now, and if those are back up to that number there's something causing it, and you'll want to investigate that.

Mr. Brick: Yes, it's all those extended driveways.

Ms. Berbrick: I was going to ask, could that be the people that made parking lots instead of grass, could that be part of the problem, it's just a question.

Mr. Winkeljohn: Anything could be.

Ms. Berbrick: Ok.

Mr. Quesada: I can give you off the top of my head, three of the most common things I'm dealing with because there are more established Districts out there that we've done with that, 90% of the time it's mulch, most of it probably is, and again we're trying it in Districts everywhere to reduce the amount of mulch that gets used. Tree foliage from trees is another one, leaves and whatnot, if there's a tree right above the catch basin, an oak tree let's say, I mean all those leaves wind up going into the catch basin. Thirdly, and not as common but, definitely something where the HOA if they were to be involved it would be helpful, is people modifying, for instance, the swales of their driveways. Let's say you have a paving contractor come and add pavers, and they didn't pitch it just right so that the water is going into the valley gutters which leads to the drains, now they just threw off the entire design of the system.

Mr. Brick: Exactly.

Mr. Suarez: But you know it makes sense the one that's wherever 39 is, when we had the hurricane that really flooded the neighborhood, that drain didn't drain at all, that's where we had huge puddles of water.

Mr. Winkeljohn: Right, and there could be innocent situations as well.

Ms. Berbrick: I was just asking because I just see more and more of those.

Mr. Brick: In their documents, they have the ability to choose vendors, they have to qualify the vendors, technically, and they don't do anything.

Mr. Winkeljohn: Alright, that's off topic.

Mr. Brick: Because anybody can walk in there and do anything, so whether that was done correctly according to code, I mean you have Milton laying those pavers.

Mr. Quesada: So, going back to the proposal you have in front of you, he gave you guys three options, you have the option of cleaning it at 6" and above, which I highly recommend, and anything 5" and down, 5" and down means you could probably put it off for a year and come revisit it next year, so however you guys want to do it. He also gave you a third option of doing everything, so if you go to page 51 that's where you have the breakdown of the three options there. Staff's recommendation is to address anything above 6" right now because we're in the middle of rainy season and we want to get that addressed as quickly as possible.

Mr. Suarez: So, my request just because we hear it all the time, is there a way we can get another quote?

Mr. Winkeljohn: Sure.

Mr. Suarez: So that we're keeping people honest because if we don't do it, it's like anything else people are going to ask that.

Mr. Quesada: Just keep in mind, most companies will charge you guys to just to do an inspection, so that's an additional cost to the District just to get it inspected.

Mr. Suarez: Ok, and that's just what I'm asking, it doesn't mean we have to.

A resident: The CDD doesn't own the drainage system.

Mr. Winkeljohn: I'm sorry, can you repeat that?

A resident: The CDD does not own the drainage system.

Mr. Winkeljohn: Ok, we've already discussed this, the District is responsible for the drains at this point, and the ownership of them will become the county, that fact still does not alleviate the community's interest potentially in keeping the drains functioning at a high level, so the Board is making decisions based on that possibility.

A resident: But the CDD is not responsible for the drainage, the county is, if you call 311, the county will come and do it.

Mr. Winkeljohn: So, for the purpose of the Board I'll explain it. The District has a permit for the construction phase of the drainage system, they built the drains, and they were inspected, after 5 years I believe is the turnover period, the drains have to be cleaned and then turned over to the county. So, the ownership is not related to the permit responsibilities, and we are discussing the requirements for the permit responsibility which is in the District's name.

A resident: Has the Board asked for that documentation?

Mr. Winkeljohn: It's been circulated to them, yes.

A resident: Ok.

Mr. Winkeljohn: Thank you. So, that being said before the Board is your decision on what level of cleaning we have to do for the permit but you can do more. Carlos brought up, I think we can get a second price, I'd really like to get it done now but, it's kind of the rainy season so it's a little hard, we may not be able to do it until late fall because when the drains are full of water table, you're pumping water and it's very expensive. So, we may as well go ahead and get some additional pricing, we're pretty

confident that nobody will match this price because we do it all the time, all over the state but, we're happy to test it one more time.

Mr. Quesada: And if they're going to charge us for the inspection, we'll let you guys know.

Mr. Suarez: Ok.

Mr. Winkeljohn: Good, thank you.

Mr. Brick: So, do we want to move forward with this, not to exceed this figure?

Mr. Winkeljohn: No, we have to get a second price.

Mr. Brick: Ok.

C. Field/Property Manager - Monthly Report

Mr. Quesada: Something for the field quickly, since that's the next item on the report. Obviously, it's the start of rainy season so we made sure the tree trimming was done, some tree debris, and there was some vandalism to the pool fencing that you have at the emergency exit there and it was repaired as soon as we were made aware of it, or actually as soon as they observed that. We made some more changes in the restroom as far as some of the soap dispensers, you know how we did the toilet paper dispensers so now you have rustproof equipment holding that. There was an issue with the front decorative fountain that you have at the semi-circle, the very small one, so we had to get, it's almost like the same, it's not your typical pump for a fountain but, it just circulates the water. So, now you have circulation happening there so, they were treating it, it just wasn't maintaining it properly without proper circulation, so that was taken care of. Just recently as of last week, the concrete pads at the playground were pressure washed when we noticed some of those in there. So, the rest of the pool deck is in pretty good shape, we've been doing periodic cleanings of it to keep the mold and mildew out of there but, need to get back to that in the playground area and the cement sidewalk pressure wash as well, and recently I know there was a few doggie stations, we ordered some more bags, I think there's three of them by my count today, one on 253rd, one on 255th, and one right behind the pool, that's going to get addressed between today and tomorrow as far as adding more bags to the doggie stations. That's it for the field unless you guys have any questions.

Mr. Winkeljohn: Any questions for Ben? None, thank you.

D. CDD Manager

1) Number of Registered Voters – 649

2) Discussion of Financial Disclosure Report from the Commission on Ethics and Reminder to File Annual Form

3) Consideration of Proposed Fiscal Year 2024 Meeting Schedule

Mr. Winkeljohn: Moving on, under manager's report I have a few formalities, obviously your registered voter count dictates what kind of elections you have, over 250 registered voters your elections are generally elected which means they're on the county ballot, etc., you all are probably already familiar with that. Your financial disclosures probably hit your mailbox recently, and Scott already talked about next year and the new requirements but nothing new for this year. Your meeting schedule for fiscal year 2024, this location seems to satisfy the Board so far, is there any request to change that?

Mr. Brick: No.

Mr. Winkeljohn: If not, a motion to approve the meeting schedule would be appreciated.

On MOTION by Ms. Berbrick seconded by Mr. Suarez with all in favor, accepting the proposed Fiscal Year 2024 Meeting Schedule was approved.

Mr. Winkeljohn: Also, under manager's report we noticed that Ben had not been formally added as an officer of the District. He does a lot of the management responsibilities and can sign documents if I'm not available, that kind of thing, so I have a resolution basically adding him as an assistant secretary, I just need a motion to approve that.

On MOTION by Ms. Berbrick seconded by Ms. Angell with all in favor, accepting the resolution #2023-06 adding Ben Quesada as an assistant secretary was approved.

Mr. Cochran: Paul, this is Scott, what's the number on that resolution?

Mr. Winkeljohn: Oh, I'm sorry, resolution #2023-06.

Mr. Cochran: Ok, perfect, thank you.

Mr. Winkeljohn: Also, under the management shuffling of our company one of the ways we're going to be able to keep your District management fees under our standard which is over \$45,000 per year for any District, yours is below that number, it's under \$40,000, to do that we have to spread staff out, and what we're doing is we're asking Ben to really to take the lead here as your District Manager and the field management role that he does, he can do both, or you can delegate that to either Mayra or another member of our company. I'm still doing everything I normally do so I'll still be available as are all the resources of our company, that's never changed from an accounting, refinancing, and all of those things, we're all at your disposal but, Ben has been trained as a District manager, so he'll be taking the lead chair.

SIXTH ORDER OF BUSINESS **Financial Reports**

- A. Approval of Check Run Summary**
- B. Balance Sheet and Income Statement**

Mr. Winkeljohn: Your financial reports include a check run summary, balance sheet, and income statement, if those are in order a motion is appreciated.

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

SEVENTH ORDER OF BUSINESS **Supervisors Requests and**
Audience Comments

Mr. Winkeljohn: And for the good of the order that's all I have. Are there any questions or audience comments?

A resident: I have one.

Mr. Winkeljohn: Yes.

A resident: When will you guys install a tarp or a cover over the park that has been asked since 2016?

Mr. Winkeljohn: We've discussed it, that's for sure, we've got pricing, is the Board interested in exploring that?

A resident: I mean Russ said he is, how do you say looking out for the better of the community, but that's one thing the community has been asking for, and it hasn't been placed.

Mr. Suarez: I would say let's look at those quotes, and then we can go on from there.

Mr. Winkeljohn: Ok, so we'll add that back to the discussion, thank you.

A resident: What was that answer, I didn't hear that answer.

Mr. Winkeljohn: The Board as a consensus said yes, let's put that back on the agenda and review it.

A resident: Ok.

Mr. Winkeljohn: Anything else?

EIGHTH ORDER OF BUSINESS Adjournment

Mr. Winkeljohn: Hearing none, is there a motion to adjourn the meeting?

On MOTION by Mr. Brick seconded by Mr. Suarez with all in favor, the Meeting was adjourned.

Secretary /Assistant Secretary

Chairman / Vice Chairman

**FIRST AMENDMENT TO THE AGREEMENT FOR
DISTRICT MANAGEMENT SERVICES
TO THE
HEMINGWAY POINT COMMUNITY DEVELOPMENT DISTRICT
AND
GOVERNMENTAL MANAGEMENT SERVICES – SOUTH FLORIDA, LLC.**

THIS IS A FIRST AMENDMENT TO DISTRICT MANAGEMENT AGREEMENT (the “**AMENDMENT**”) of the **AGREEMENT** for *District Management Services between Hemingway Point Community Development District and Governmental Management Services – South Florida, LLC*, dated April 23, 2012, as amended from time to time (the “**AGREEMENT**”) is made effective as of the on _____, 2023, by and between:

Hemingway Point Community Development District, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes* having a mailing address of 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the “**DISTRICT**”); and

Governmental Management Services, L.L.C., a Florida limited liability company, with offices located at 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the “**MANAGER**”).

RECITALS

WHEREAS, the **DISTRICT** and the **MANAGER** previously entered into the **AGREEMENT** for the provision of district management services; and

WHEREAS, the **DISTRICT** and the **MANAGER** are collectively referred to herein as the “**PARTIES**” or individually as a “**PARTY**”; and

WHEREAS, the **DISTRICT** and the **MANAGER** wish to amend the **AGREEMENT** to include an insurance provision, an E-Verify provision, a financial advisor disclaimer, an updated address for notices sent to the **DISTRICT**, a public records provision, and a revised indemnification provision; and

WHEREAS, the parties now desire to amend the **AGREEMENT** to provide accordingly.

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

1. **RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this **AMENDMENT**.

2. **AMENDED ADDRESS FOR NOTICES.** All notices required under the **AGREEMENT** shall be sent by certified mail, return receipt requested, or express mail with proof of receipt. If sent to the **DISTRICT**, notice shall be sent to:

Hemingway Point Community Development District
C/O Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 East Las Olas Boulevard
Fort Lauderdale, FL 33301
Attn: Michael Pawelczyk, Esq.

If notice is sent to **MANAGER**, it shall be sent to:

Governmental Management Services – South Florida, LLC
5385 N. Nob Hill Road,
Sunrise, Florida 33351
Attn: Paul Winkeljohn

With a copy to: Governmental Management Services – South Florida, LLC
5385 N. Nob Hill Road,
Sunrise, Florida 33351
Attn: Richard Hans

Governmental Management Services – South Florida, LLC
1001 Bradford Way
Kingston, Tennessee 37763
Attn: Darrin Mossing

3. **AMENDED INDEMNIFICATION PROVISION.** The indemnification provision set forth in the General Terms and Conditions of the **AGREEMENT** is replaced with the following:

The **MANAGER** shall indemnify and hold the **DISTRICT**, its officers, directors, supervisors, employees, agents, successors, and assigns harmless from and against any and all damages, losses, settlement payments, deficiencies, liabilities, costs and expenses, including without limitation, reasonable attorney's fees suffered, sustained, incurred or required to be paid by **DISTRICT** to the extent arising out of the **MANAGER's** failure to perform under this Agreement or at law, or by the negligence, reckless, or willful misconduct of the **MANAGER**. If the **MANAGER** receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with **MANAGER's** indemnity obligations hereunder, the **MANAGER** shall give the **DISTRICT** prompt notice of such proceedings and shall inform the **DISTRICT** in advance of all hearings regarding such action, claim, suit, proceeding, or investigation.

To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, Florida Statutes), and except and to the extent caused by the negligence, reckless, or willful misconduct of the **MANAGER**, the **DISTRICT** agrees to indemnify and hold the **MANAGER** and its respective officers, directors, employees, agents, successors and assigns harmless from and against any and all damages, losses, settlement payments, deficiencies, liabilities, costs, and expenses, including without limitation, reasonable attorney's fees, suffered, sustained, incurred or required to be paid by **MANAGER** to the extent arising out of the subject services and/or the engagement of **MANAGER** pursuant to this Agreement, the instruction or directions provided to the **MANAGER**, or the negligence or willful misconduct of the **DISTRICT** or any of its duly designated agents (other than **MANAGER**) or representatives. If the **DISTRICT** receives notice of or undertakes the defense or the prosecution of any action, claim, suit, administrative or arbitration proceeding or investigation consistent with **DISTRICT's** indemnity obligations hereunder, the **DISTRICT** shall give the **MANAGER** prompt notice of such proceedings and shall inform the **MANAGER** in advance of all hearings regarding such action, claim, suit, proceeding, or investigation.

Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or as an indemnitor, to the other, for any special, punitive, indirect

and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if the other party has been advised of the possibility of such damages.

In the event that claim(s) raised against the **MANAGER** because of this Agreement, or because the Services performed hereunder, including claims for indemnification under this section of the Agreement is/are covered under **MANAGER's** insurance policies required hereunder, the **MANAGER** shall not be responsible for any loss, damages or liability beyond the policy limits contractually required hereunder and actually paid pursuant to the limits and conditions of such policies. With respect to any other cause of action and/or claim arising under this Agreement, or otherwise arising because of, or because, the services provided hereunder, **MANAGER's** liability shall not exceed an amount equal to twice the amount of the annual compensation for such services during the Agreement year in which such cause of action and/or claim against the **MANAGER** arose.

MANAGER agrees that nothing in this Section or this Agreement shall serve or be construed as a waiver of the **DISTRICT's** limitations on liability contained in Section 768.28, Florida Statutes or any other laws.

4. **INSURANCE REQUIREMENTS.** The **MANAGER** shall, at its own expense, maintain insurance during the performance of the Services under this **AGREEMENT**, with limits of liability not less than the following:

Workers' Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Commercial Crime/Fidelity Insurance	\$1,000,000
Professional Liability Insurance	\$2,000,000
Automobile Liability (if applicable)*	
<i>Bodily Injury and Property Damage</i>	\$1,000,000
<i>Covering owned, non-owned, and hired vehicles</i>	

Automobile liability insurance is required if the **MANAGER will use any vehicles on-site, including owned, non-owned, and hired vehicles.*

The **DISTRICT** and its agents, staff, consultants, and supervisors shall be named as additional insureds on the General Liability Insurance, Commercial Crime/Fidelity Insurance, and Automobile Liability Insurance. **MANAGER** shall furnish the **DISTRICT** with the Certificate of Insurance evidencing compliance with this requirement. Coverage for additional insureds shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible, maintained by or provided to the additional insured. No certificate shall be acceptable to the **DISTRICT** unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within thirty (30) days of prior written notice to the **DISTRICT**. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

If **MANAGER** fails to have secured and maintained the required insurance, the **DISTRICT** has the right (without any obligation to do so, however), to secure such required insurance in which event **MANAGER** shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the **DISTRICT'S** obtaining the required insurance.

5. **FINANCIAL SERVICES DISCLAIMER.** The **DISTRICT** acknowledges that the **MANAGER** is not a Municipal Advisor or Securities Broker, nor is the **MANAGER** registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, the **DISTRICT** acknowledges that the **MANAGER** will not provide the **DISTRICT** with financial advisory services or offer investment advice.

6. **E-VERIFY.** The **MANAGER**, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The **MANAGER** further agrees that the **DISTRICT** is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. The **MANAGER** agrees to utilize the E-Verify system to verify work authorization status of all newly hired employees. The **MANAGER** shall provide sufficient evidence that it is registered with the E-Verify system before commencement of performance under this Agreement. If the **DISTRICT** has a good faith belief that the **MANAGER** is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the **DISTRICT** shall terminate this Agreement. The **MANAGER** shall require an affidavit from each subcontractor providing that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The **MANAGER** shall retain a copy of each such affidavit for the term of this Agreement and all renewals thereof. If the **DISTRICT** has a good faith belief that a subcontractor of the **MANAGER** performing work under this Agreement is in violation of Section 448.09(1), Florida Statutes, or has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the **DISTRICT** promptly notify the **MANAGER** and order the **MANAGER** to immediately terminate its subcontract with the subcontractor. The **MANAGER** shall be liable for any additional costs incurred by the **DISTRICT** as a result of the termination of any contract, including this Agreement, based on **MANAGER'S** failure to comply with the E-Verify requirements referenced in this subsection.

7. **PUBLIC RECORDS.** The **MANAGER** shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida. Failure of the **MANAGER** to comply with Section 119.0701, Florida Statutes, may subject the **MANAGER** to penalties pursuant to Section 119.10, Florida Statutes. In the event **MANAGER** fails to comply with this section or Section 119.0701, Florida Statutes, the **DISTRICT** shall be entitled to all remedies at law or in equity. The following statement is required to be included in this Agreement pursuant to Section 119.0701(2), Florida Statutes:

IF THE MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MANAGER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 721-8681 OR BY EMAIL AT INFO@GMSSF.COM OR BY

REGULAR MAIL AT:

**GOVERNMENTAL MANAGEMENT SERVICES
-SOUTH FLORIDA, LLC
5385 N. NOB HILL ROAD
SUNRISE, FLORIDA 33351
TELEPHONE: (954) 721-8681**

8. **AUTHORITY.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this **AMENDMENT**, and that the respective parties have complied with all requirements of law and have full power and authority to comply with the terms and provisions of this **AMENDMENT**.

9. **CONFLICTS.** The **AGREEMENT** remains in full force and effect, except to the extent expressly amended pursuant to this **AMENDMENT**.

[Signatures on following page]

IN WITNESS WHEREOF, the **PARTIES** have caused this instrument to be executed by their duly authorized officers to be effective as of the day and year first above written.

**HEMINGWAY POINT COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Name: _____

Title: _____

Date: _____

**GOVERNMENTAL MANAGEMENT
SERVICES-SOUTH FLORIDA, LLC.**

By: _____

Name: _____

Title: _____

Date: _____

MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: July 20, 2023

RE: 2023 Legislative Update

As District Counsel, throughout the year we continuously monitor pending legislation that may be applicable to the governance and operation of our Community Development District and other Special District clients. It is at this time of year that we summarize those legislative acts that have become law during the most recent legislative session, as follows:

1. Chapter 2023 – 134, Laws of Florida (SB 346). The legislation requires contracts for construction services between a local government entity and a contractor to include a “punch list”¹ of items required to render complete, satisfactory, and acceptable the construction services contracted for, which punch list outlines the estimated cost of each item necessary to complete the work. The law requires local governments to pay all portions of the contract balance, except for 150 percent of the portion of the contract balance attributed to those projects on the punch list, within 20 days after the punch list is created, subject to certain exceptions. The legislation limits a local government’s ability to withhold payment of certain amounts under the contract to only those subject to a written good faith dispute or claims against public surety bonds. The law clarifies that a local government must pay the undisputed portions of a contract within 20 days of the request for payment. Lastly, the legislation amends the definition of “public works project” in section 255.0992, F.S., to include any construction, maintenance, repair, renovation, remodeling, or improvement activity that is paid for with state-appropriated funds. The effective date of this act is July 1, 2023.

2. Chapter 2023 – 17, Laws of Florida (SB 102). The legislation makes various changes and additions to affordable housing related programs and policies at both the state and local level. With regard to local governments, the law:

- Preempts local government requirements regarding zoning, density, and height to allow for streamlined development of affordable housing in commercial and mixed-use zoned areas under certain circumstances. Developments that meet the requirements may not require a zoning change or comprehensive plan amendment.

¹ The punch list is created within a contractually-specified timeframe after the contractor reaches substantial completion of the construction services as defined in the contract, or if that is not defined, then after the project reaches beneficial occupancy or use. If the contract is valued at less than \$10 million, then the punch list must be developed within 30 calendar days; if the contract is valued at \$10 million or more, then the punch list must be developed within 45 calendar days.

- Removes a local government’s ability to approve affordable housing on residential parcels by bypassing state and local laws that may otherwise preclude such development, while retaining such right for commercial and industrial parcels.
- Removes a provision that allows local governments to impose rent control under certain circumstances, preempting rent control ordinances entirely.
- Requires counties and cities to update and electronically publish the inventory of publicly owned properties, for counties including property owned by a dependent special district, which may be appropriate for affordable housing development.
- Authorizes the Florida Housing Finance Corporation, through contract with the Florida Housing Coalition, to provide technical assistance to local governments to facilitate the use or lease of county or municipal property for affordable housing purposes.
- Requires local governments to maintain a public written policy outlining procedures for expediting building permits and development orders for affordable housing projects.
- Provides that the Keys Workforce Housing Initiative is an exception to evacuation time requirements and that comprehensive plan and land use amendments approved under that initiative are valid.

The effective date of this act is July 1, 2023.

3. Chapter 2023 – 31, Laws of Florida (SB 1604). The law makes a number of changes relating to comprehensive plans and land development regulations. Of interest to special districts, section 4 of the legislation amends section 189.031, F.S., to preclude independent special districts from complying with the terms of any development agreement, which is executed within three months preceding the effective date of a law, which modifies the manner of selecting members of the governing body of the special district from election to appointment or appointment to election. The newly elected or appointed governing body of the special district must review within four months of taking office any such development agreement and vote on whether to seek readoption of the agreement. The law applies to any development agreement that is in effect on, or is executed after July 1, 2023, which is the effective date of this law. Section 4 of the Act expires July 1, 2028, unless reviewed and reenacted by the Legislature.

4. Chapter 2023 – 28, Laws of Florida (HB 3). This legislation codifies and extends the policy adopted by the Trustees² requiring all investment decisions relating to the state retirement system be based solely on pecuniary factors³. The law extended that policy to all funds managed by the State Board of Administration (SBA), all funds of the state Treasury, all local government retirement plans, investments of local government surplus funds, and investments of funds raised by citizen support and direct-support organizations. Investment managers who invest public funds on behalf of any of these entities may not sacrifice investment return or take additional investment risk to promote any non-pecuniary factor. The law requires any contract between a governmental

² The Governor, Chief Financial Officer, and Attorney General serve as the SBA’s Board of Trustees.

³ The term “pecuniary factor” is defined as a factor that is expected “to have a material effect on the risk or return of an investment based on appropriate investment horizons consistent with applicable investment objectives and funding policy. The term does not include the consideration of the furtherance of any social, political, or ideological interests.”

entity⁴ and an investment manager executed, amended, or renewed on or after July 1, 2023, to contain a provision requiring the investment manager to include a disclaimer in an external communication, if the communication is to a company in which the investment manager has invested public funds and discusses social, political, or ideological interests. The required disclaimer must state: “The views and opinions expressed in this communication are those of the sender and do not reflect the views and opinions of the people of the state of Florida.” All contracts with investment managers executed, amended, or renewed on or after July 1, 2023, may be unilaterally terminated if certain communications of an investment manager include discussion of social, political, or ideological interests and omit the required disclaimer.

In addition, the legislation prohibits bond issuers⁵ from issuing an environmental, social, and corporate governance (ESG) bond or paying for a third-party verifier that certifies or verifies that a bond may be designated or labeled as an ESG bond⁶, renders opinions or produces a report on ESG compliance, among other ESG-related services. Issuers are also prohibited from contracting with a rating agency whose ESG scores for the issuer will have a direct, negative impact on the issuer’s bond ratings.

The act further prohibits consideration of social, political, or ideological beliefs in state and local government contracting, and explicitly notes that this includes all political subdivisions of the state. Specifically, the law prohibits an awarding body from (1) requesting documentation or considering a vendor’s social, political, or ideological beliefs when determining if the vendor is a responsible vendor; or (2) giving a preference to a vendor based on the vendor’s social, political, or ideological beliefs.

Lastly, the legislation amends the definition of a “qualified public depository” to prohibit government entities from depositing funds in banks that make it a practice to deny or cancel services of their customers based on a person’s political opinions, speech, affiliations, lawful ownership or sales of firearms, production of fossil fuels or other factors related to ESG. Pursuant to current law, all public deposits may only be deposited in a qualified public depository. The effective date of this legislation is July 1, 2023.

5. Chapter 2023 – 32, Laws of Florida (SB 258). The legislation bans the use of prohibited applications⁷ on devices issued to an employee or officer by a public employer, or otherwise used on a network that is owned, operated, or maintained by a public employer. This law requires the Department of Management Services (DMS) to create and maintain a list of prohibited applications of any Internet application that it deems to present a security risk in the form of

⁴ The law defines “governmental entity” to mean a state, regional, county, municipal, special district, or other political subdivision whether executive, judicial, or legislative, including, but not limited to, a department, division, board, bureau, commission, authority, district, or agency thereof, or a public school, Florida College System institution, state university, or associated board.

⁵ Any public body corporate and politic authorized or created by general or special law and granted the power to issue bonds.

⁶ An ESG bond is any bond that has been designated or labeled as a bond that will be used to finance a project with an ESG purpose, including, but not limited to, green bonds, Certified Climate Bonds, GreenStar designated bonds, and other environmental bonds marketed as promoting a generalized or global environmental objective; social bonds marketed as promoting a social objective; and sustainability bonds and sustainable development goal bonds marketed as promoting both environmental and social objectives. It includes bonds self-designated by the issuer as ESG-labeled bonds and those designated as ESG-labeled bonds by a third-party verifier.

⁷ A “prohibited application” is defined as any application that participates in certain activities, such as conducting cyber-espionage against a public employer, and that is created, maintained, or owned by a foreign principal.

unauthorized access to, or temporary unavailability of the public employer’s records, digital assets, systems, networks, servers, or information. Public employers must block access to any prohibited application via their wireless networks and virtual private networks; restrict access to any prohibited application on any government cell phone, laptop, desktop computer, tablet computer, or other electronic device that can connect to the Internet that has been issued to an employee or officer for a work-related purpose; and retain the ability to remotely wipe and uninstall any prohibited application from any such device that is believed to have been adversely impacted by a prohibited application. The legislation requires an employee or officer of a CDD to remove any prohibited application from his or her government-issued device within 15 days of the DMS’ publication of its list of prohibited applications, and within 15 days of any subsequent update to the list of prohibited applications. The effective date of this legislation is July 1, 2023.

6. Chapter 2023 – 33, Laws of Florida (SB 264). The legislation restricts the issuance of government contracts or economic development incentives to foreign entities that are owned by, controlled by or organized under the laws of a foreign country of concern⁸. The law further prohibits a foreign principal⁹ from owning or acquiring agricultural land or other interests in real property on or within 10 miles of a military installation or critical infrastructure facility. A foreign principal that owns agricultural land acquired before July 1, 2023, may continue to hold such land and must register with the Florida Department of Agriculture and Consumer Services (DACS) by January 1, 2024. If the property owned or acquired before July 1, 2023, is on or within 10 miles of a military installation or critical infrastructure facility, the foreign principal must similarly register with the Department of Economic Opportunity by December 31, 2023. The law prohibits the People’s Republic of China, the Chinese Communist Party, its officials and members, other political party official or members, other legal entities or subsidiaries organized under the laws of, or having a principal place of business in, China or its political subdivisions, or other persons domiciled in China, who are not U.S. citizens or lawful permanent residents of the United States, from purchasing or acquiring an interest in, real property in Florida. Finally, the act amends s. 836.05, F.S., relating to criminal threats and extortion, to provide that a person who violates the statute while acting as a foreign agent for the purpose of benefitting a foreign country of concern, commits a first degree felony. The effective date of this legislation is July 1, 2023.

7. Chapter 2023 – 264, Laws of Florida (SB 7008). The legislation amends Section 119.071(3)(c)1., F.S., to save from repeal, the public records exemption for information relating to the following information held by an agency:

- Building plans;
- Blueprints;
- Schematic drawings; and

⁸ The People’s Republic of China, The Russian Federation, The Islamic Republic of Iran, The Democratic People’s Republic of Korea, The Republic of Cuba, The Venezuelan Regime of Nicolas Maduro, or The Syrian Arab Republic, including any agency of or other entity within significant control of such foreign country of concern.

⁹ “Foreign principal” means: The government or any official of the government of a foreign country of concern; A political party or member of a political party or any subdivision of a political party in a foreign country of concern; A partnership, association, corporation, organization, or other combination of persons organized under the laws of, or having its principal place of business in, a foreign country of concern, or a subsidiary of such entity; or o Any person who is domiciled in a foreign country of concern and is not a citizen or lawful permanent resident of the United States.

- Diagrams, including draft, preliminary, and final formats, which depict the internal layout or structural elements of an attractions and recreation facility, entertainment or resort complex, industrial complex, retail and service development, office development, health care facility, or hotel or motel development.

The effective date of this act is October 1, 2023.

8. Chapter 2023 – 75, Laws of Florida (HB 7007). The legislation removes the scheduled repeal date of the public record and public meeting exemptions for security or fire safety system plans under Sections 119.071(3)(a) and 286.0113(1), F.S., thereby maintaining the public record and public meeting exemptions for such plans. The effective date of this act is October 1, 2023.

For convenience, we have included copies of the legislation referenced in this memorandum. We request that you include this memorandum as part of the agenda packages for upcoming meetings of the governing boards of those special districts in which you serve as the District Manager and this firm serves as District Counsel. For purposes of the agenda package, it is not necessary to include the attached legislation, as we can provide copies to anyone requesting the same. Copies of the referenced legislation are also accessible by visiting this link: <http://laws.flrules.org/>.



ENGINEERS, INC.

D.
 AND MAINTENANCE PLAN





Hemingway Point CDD

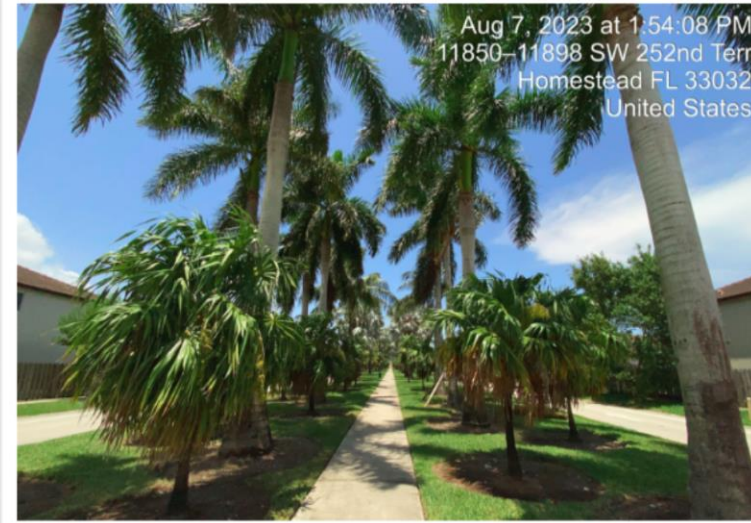
FIELD REPORT



Meeting August 23, 2023

**Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road Sunrise, FL 33351**

LANDSCAPING



- Queen palm seed pods will be cleaned up by Nicoya Landscaping 8.9.2023.
- Green Buttonwood Tree branches are growing above the county roads on 252 TER and 253 TER. Reported it to 311/County on 8.7.2023.

Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road Sunrise, FL 33351



- Playground in satisfactory condition per last inspection.

Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road Sunrise, FL 33351

POOL/FOUNTAIN



- Pool and fountains were serviced by FL Bright and Blue Pools.
- Comcast and DML were contacted regarding connectivity issues to pool access server.

Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road Sunrise, FL 33351

Governmental Management Services-South Florida, LLC
5385 N. Nob Hill Road Sunrise, FL 33351



Search for Financial Disclosure Filers

Search Results

In the table below, organization names are linked to coordinator contact information. Supervisor of Election and Commission on Ethics links display the relevant contact information.

Once we have logged in a Form 6, the status will contain the date received and the message “Form Available Soon!” When the Form 6 becomes available online, the Filing Requirement Fulfilled status will have a link to “View Form.”

If you filed with the Commission or the Supervisor of Elections and no date appears in the “Filing Requirement Fulfilled” column, it means either the Supervisor or Commission has not yet recorded receipt of your form. Generally, forms are recorded within a few days of receipt. If you are concerned about the status of your form, please use the contact information under “Statutory Filing Requirement.”

Before being posted online, any information required by law to be maintained as confidential must be redacted. For persons other than those who have filed as candidates with the Department of State, this process may take up to five business days.

Any Form 6F-Final Full and Public Disclosure of Financial Interests will not populate in the search results. Contact the Commission to obtain a copy of a filer’s Form 6F.

Your Search for “ Hemingway Point Community Development District - Board of Supervisors ” returned the following results:

Coordinator:

Rich Hans

Primary Coordinator

SW 148 Ave, Canal C-103, SW 149 Ave, SW 264 St






Miami, FL, 33126

(954) 721-8681

rhans@gmssf.com

Narrow results to a particular suborg:

- [All Suborganizations](#)
- [Board of Supervisors](#)
- [Employees](#)

Filer ID	Form Year	Full Name	Organizations	Statutory Filing Requirement	Filing Requirement Fulfilled	Filing History
275424	2022	Angell,, Cheryll	<ul style="list-style-type: none"> Hemingway Point Community Development District- Board of Supervisors 	Form 1 with Miami-Dade County SOE	 06/21/2023	View Filing History
292145	2022	Berbrick, Randy	<ul style="list-style-type: none"> Hemingway Point Community Development District- Board of Supervisors 	Form 1 with Miami-Dade County SOE	 06/20/2023	View Filing History
275425	2022	Brick, Russell	<ul style="list-style-type: none"> Hemingway Point Community Development District- Board of Supervisors 	Form 1 with Miami-Dade County SOE	 06/20/2023	View Filing History
275427	2022	Suarez, Carlos	<ul style="list-style-type: none"> Hemingway Point Community Development District- Board of Supervisors 	Form 1 with Miami-Dade County SOE	 08/01/2023	View Filing History
292820	2022	Toro, Anthony	<ul style="list-style-type: none"> Hemingway Point Community Development District- Board of Supervisors 	Form 1 with Miami-Dade County SOE	 Form Receipt Not Recorded	View Filing History

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General Information about Filing Financial Disclosure

- Brochure: [A Guide to the Sunshine Amendment and Code of Ethics](#) (PDF)
- [Financial Disclosure Laws](#)
- [The Commission on Ethics Rules on Financial Disclosure](#)

- [Forms and Detailed Instructions](#)

For assistance with financial disclosure, you may wish to contact the Commission's Financial Disclosure Coordinator, Kimberly Holmes, at disclosure@leg.state.fl.us or (850) 488-7864. Address correspondence to P.O. Drawer 15709 Tallahassee, FL 32317-5709.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Hemingway Point
COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2023
Check Register

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
7/1-7/31	1278-1291	\$17,219.56
TOTAL		\$17,219.56

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/10/23	00001	7/01/23	170	202307 310-51300-34000		*	3,090.00		
			JUL 23 - MGMT FEES						
7/01/23		170	202307 310-51300-35100			*	20.83		
			JUL 23 - COMPUTER TIME						
7/01/23		170	202307 310-51300-31300			*	208.33		
			JUL 23 - DISSEMINATION						
7/01/23		170	202307 310-51300-49500			*	83.33		
			JUL 23 - WEBSITE ADMIN						
7/01/23		170	202307 310-51300-42000			*	7.80		
			JUL 23 - POSTAGE						
7/01/23		170	202307 310-51300-42500			*	59.25		
			JUL 23 - COPIES						
7/01/23		171	202307 320-53800-34000			*	1,000.00		
			JUL 23 - FIELDS SERVICES						
								4,469.54	001278

7/10/23	00016	7/10/23	07102023	202307 300-20700-10100		*	1,081.83		
			TRANS TAX RECEIPTS SER13						
								1,081.83	001279

7/10/23	00025	7/10/23	07102023	202307 300-20700-10100		*	1,205.54		
			TRANS TAX RECEIPTS SER 14						
								1,205.54	001280

7/10/23	00040	7/01/23	1894	202307 320-53800-46200		*	1,600.00		
			JUL 23 - LANDSCAPE MAINT						
								1,600.00	001281

7/10/23	00077	11/10/22	PSI91506	202211 320-53800-46000		*	119.00		
			DOT COMPLIANCE/INSPECTION						
								119.00	001282

7/25/23	00064	7/07/23	7306	202306 310-51300-31100		*	1,018.25		
			SVCS THRU 5/6-6/30/23						
								1,018.25	001283

7/25/23	00006	6/30/23	182068	202306 310-51300-31500		*	842.50		
			JUN 23 - GENERAL COUNSEL						
								842.50	001284

7/25/23	00038	7/08/23	6438503	202307 320-53800-41000		*	205.12		
			JUL 23 - INTERNET						
								205.12	001285

7/25/23	00005	7/11/23	8-188-84	202306 310-51300-42000		*	41.95		
			DELIVERIES THRU 6/30/23						
								41.95	001286

								HEMP HEMINGWAY PT PPOWERS	

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
7/25/23	00010	7/12/23	04890-39	202306 320-53800-43000	11850 SW 252ND TER#CLBHSE	*	543.73		
		7/12/23	16670-96	202306 320-53800-43000	11880 SW 248TH ST#GRDHSE	*	119.60		
								663.33	001287
7/25/23	00028	8/01/23	218416	202308 320-53800-46500	AUG 23 - POOL SERVICE	*	520.00		
								520.00	001288
7/25/23	00074	6/30/23	2436	202306 320-53800-49000	50% DEP - HOLIDAY LIGHT'G	*	3,872.50		
								3,872.50	001289
7/25/23	00053	6/22/23	29260	202306 320-53800-46000	REPLC TOILET PAPER DISP	*	300.00		
								300.00	001290
7/25/23	00065	7/07/23	JUNE 202	202306 320-53800-34500	SECURITY 6/3-6/25/23	*	1,280.00		
								1,280.00	001291
TOTAL FOR BANK A							17,219.56		
TOTAL FOR REGISTER							17,219.56		

Hemingway Point
Community Development District

Unaudited Financial Reporting
July 31, 2023



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Hemingway Point
Community Development District
Combined Balance Sheet
July 31, 2023

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Project Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Operating Account	\$ 87,976	\$ -	\$ -	\$ 87,976
Accounts Receivable	-	-	-	-
Assessments Receivable	-	-	-	-
Due from General Fund	-	-	-	-
Investments:				
Series 2013				
Reserve	-	84,275	-	84,275
Interest	-	(0)	-	(0)
Revenue	-	172,321	-	172,321
Sinking	-	8	-	8
Construction	-	-	371	371
Series 2014				
Reserve	-	86,371	-	86,371
Interest	-	29	-	29
Revenue	-	147,430	-	147,430
Sinking	-	(0)	-	(0)
Construction	-	-	13	13
Prepaid Expenses	-	-	-	-
Deposits	-	-	-	-
Total Assets	\$ 87,976	\$ 490,433	\$ 384	\$ 578,793
Liabilities:				
Accounts Payable	\$ 1,284	\$ -	\$ -	\$ 1,284
Due to Debt Service	-	-	-	-
Total Liabilities	\$ 1,284	\$ -	\$ -	\$ 1,284
Fund Balance:				
Nonspendable:				
Prepaid Items	\$ -	\$ -	\$ -	\$ -
Deposits	-	-	-	-
Restricted for:				
Debt Service - Series	\$ -	\$ 490,433	\$ -	\$ 490,433
Capital Project - Series	-	-	384	384
Assigned for:				
Capital Reserve Fund	-	-	-	-
Capital Reserves	-	-	-	-
Unassigned	86,692	-	-	86,692
Total Fund Balances	\$ 86,692	\$ 490,433	\$ 384	\$ 577,509
Total Liabilities & Fund Balance	\$ 87,976	\$ 490,433	\$ 384	\$ 578,793

Hemingway Point
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2023

	Adopted Budget	Prorated Budget Thru 07/31/23	Actual Thru 07/31/23	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 223,250	\$ 223,250	\$ 223,883	\$ 633
Interest Income	-	-	7	7
Total Revenues	\$ 223,250	\$ 223,250	\$ 223,890	\$ 640
Expenditures:				
<i>General & Administrative:</i>				
Supervisor Fees	\$ 10,000	\$ 5,000	\$ 4,400	\$ 600
PR-FICA	334	-	383	46
Engineering	2,500	2,083	1,018	1,065
Attorney	15,000	12,500	8,985	3,515
Annual Audit	4,600	4,600	4,600	-
Assessment Administration	1,000	1,000	1,000	-
Dissemination Agent	2,500	2,083	2,083	0
Trustee Fees	8,000	8,000	8,000	-
Management Fees	37,080	30,900	30,900	-
Property Taxes	-	-	-	-
Information Technology	250	208	208	0
Website Maintenance	1,000	833	1,053	(220)
Telephone	50	42	-	42
Postage & Delivery	1,250	1,042	300	742
Insurance General Liability	7,686	7,686	6,886	800
Printing & Binding	750	625	344	281
Legal Advertising	1,000	833	575	258
Other Current Charges	850	708	8,260	(7,551)
Office Supplies	200	167	32	135
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 94,225	\$ 78,869	\$ 79,156	\$ (287)

Hemingway Point
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2023

	Adopted Budget	Prorated Budget Thru 07/31/23	Actual Thru 07/31/23	Variance
<i>Operations & Maintenance</i>				
Maintenance Expenditures				
Field Management	\$ 12,000	\$ 10,000	\$ 10,000	\$ -
Security/Pool Attendant	30,000	25,000	13,130	11,870
Phone/Internet	1,800	1,500	1,787	(287)
Electric	6,000	5,000	5,708	(708)
Water	4,500	3,750	4,549	(799)
Property Insurance	4,580	3,817	4,198	(381)
Repairs & Maintenance	22,500	18,750	9,594	9,156
Landscape Maintenance	22,500	18,750	16,000	2,750
Tree Trimming	7,500	6,250	5,400	850
Janitorial Service & Supplies	5,000	4,167	5,035	(868)
Pool Maintenance	7,200	6,000	7,743	(1,743)
Operating Supplies	4,500	3,750	225	3,525
Pressure Washing	4,000	3,333	375	2,958
Landscape Lighting & Replacement	5,000	4,167	-	4,167
Pest Control	-	-	655	(655)
Pool Permits	-	-	250	(250)
Contingencies	22,028	18,357	11,834	6,523
Subtotal Field Expenditures	\$ 159,108	\$ 132,590	\$ 96,483	\$ 36,107
Total Operations & Maintenance	\$ 159,108	\$ 132,590	\$ 96,483	\$ 36,107
Total Expenditures	\$ 253,333	\$ 211,459	\$ 175,639	\$ 35,820
Excess (Deficiency) of Revenues over Expenditures	\$ (30,083)	\$ 11,792	\$ 48,251	\$ 36,460
<i>Other Financing Sources/(Uses):</i>				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (30,083)	\$ 11,792	\$ 48,251	\$ 36,460
Fund Balance - Beginning	\$ 32,289		\$ 38,441	
Fund Balance - Ending	\$ 2,206		\$ 86,692	

Hemingway Point
Community Development District
Debt Service Fund Series 2013
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2023

	Adopted Budget	Prorated Budget Thru 07/31/23	Actual Thru 07/31/23	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 165,900	\$ 165,900	\$ 166,339	\$ 439
Interest Income	-	-	8,694	8,694
Total Revenues	\$ 165,900	\$ 165,900	\$ 175,034	\$ 9,134
Expenditures:				
Maturity 2022				
Interest 11/1	\$ 1,181	\$ 1,181	\$ 1,181	\$ -
Principal 11/1	\$ 45,000	45,000	45,000	-
Maturity 2032				
Interest 11/1	\$ 19,219	19,219	19,219	-
Interest 5/1	\$ 19,219	19,219	19,219	-
Maturity 2042				
Interest 11/1	39,319	39,319	39,319	-
Interest 5/1	39,319	39,319	39,319	-
Total Expenditures	\$ 163,256	\$ 163,256	\$ 163,256	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 2,644	\$ 2,644	\$ 11,777	\$ 9,134
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 2,644	\$ 2,644	\$ 11,777	\$ 9,134
Fund Balance - Beginning	\$ 161,524		\$ 244,826	
Fund Balance - Ending	\$ 164,168		\$ 256,604	

Hemingway Point
Community Development District
Debt Service Fund Series 2014
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2023

	Adopted Budget	Prorated Budget Thru 07/31/23	Actual Thru 07/31/23	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 170,480	\$ 170,480	\$ 170,997	\$ 517
Interest Income	-	-	7,882	7,882
Total Revenues	\$ 170,480	\$ 170,480	\$ 178,879	\$ 8,399
Expenditures:				
Interest 11/1	\$ 57,741	\$ 57,741	\$ 57,741	\$ (0)
Principal 11/1	\$ 55,000	55,000	55,000	-
Interest 5/1	\$ 56,469	56,469	56,469	0
Total Expenditures	\$ 169,210	\$ 169,210	\$ 169,209	\$ 0
Excess (Deficiency) of Revenues over Expenditures	\$ 1,271	\$ 1,271	\$ 9,669	\$ 8,399
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 1,271	\$ 1,271	\$ 9,669	\$ 8,399
Fund Balance - Beginning	\$ 135,125		\$ 224,160	
Fund Balance - Ending	\$ 136,395		\$ 233,829	

Hemingway Point
Community Development District
Capital Projects Fund Series 2013
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2023

	Adopted Budget	Prorated Budget Thru 07/31/23	Actual Thru 07/31/23	Variance
Revenues				
Developer Contributions	\$ -	\$ -	\$ -	\$ -
Interest Income	-	-	11	11
Total Revenues	\$ -	\$ -	\$ 11	\$ 11
Expenditures:				
Capital Outlay	\$ -	\$ -	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 11	\$ 11
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	-	-
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -	\$ -	\$ 11	
Fund Balance - Beginning	\$ -		\$ 360	
Fund Balance - Ending	\$ -		\$ 371	

Hemingway Point
Community Development District
Capital Projects Fund Series 2014
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2023

	Adopted Budget	Prorated Budget Thru 07/31/23	Actual Thru 07/31/23	Variance
Revenues				
Developer Contributions	\$ -	\$ -	\$ -	\$ -
Interest Income	-	-	0	0
Total Revenues	\$ -	\$ -	\$ 0	\$ 0
Expenditures:				
Capital Outlay	\$ -	\$ -	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 0	\$ 0
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	-	-
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -	\$ -	\$ 0	
Fund Balance - Beginning	\$ -		\$ 12	
Fund Balance - Ending	\$ -		\$ 13	

Hemingway Point
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:													
Special Assessments - Tax Roll	\$ -	\$ 6,958	\$ 205,958	\$ 1,406	\$ 3,674	\$ 1,435	\$ 2,174	\$ 763	\$ 1,515	\$ -	\$ -	\$ -	\$ 223,883
Interest Income	7	-	-	-	-	-	-	-	-	-	-	-	7
Total Revenues	\$ 7	\$ 6,958	\$ 205,958	\$ 1,406	\$ 3,674	\$ 1,435	\$ 2,174	\$ 763	\$ 1,515	\$ -	\$ -	\$ -	\$ 223,890
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ 800	\$ -	\$ 800	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ 800	\$ -	\$ -	\$ 4,400
PR-FICA	-	61	-	61	-	-	77	77	-	61	-	-	337
Engineering	-	-	-	-	-	-	-	-	1,018	-	-	-	1,018
Attorney	1,513	500	500	1,983	783	1,568	798	500	843	-	-	-	8,985
Annual Audit	-	-	1,000	3,600	-	-	-	-	-	-	-	-	4,600
Assessment Administration	1,000	-	-	-	-	-	-	-	-	-	-	-	1,000
Dissemination Agent	208	208	208	208	208	208	208	208	208	208	-	-	2,083
Trustee Fees	4,500	-	-	-	-	3,500	-	-	-	-	-	-	8,000
Management Fees	3,090	3,090	3,090	3,090	3,090	3,090	3,090	3,090	3,090	3,090	-	-	30,900
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology	21	21	21	21	21	21	21	21	21	21	-	-	208
Website Maintenance	303	83	83	83	83	83	83	83	83	83	-	-	1,053
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	10	7	6	44	57	(86)	6	8	241	8	-	-	300
Insurance General Liability	6,886	-	-	-	-	-	-	-	-	-	-	-	6,886
Printing & Binding	25	21	26	2	47	11	5	88	60	59	-	-	344
Legal Advertising	-	-	-	-	-	70	70	-	435	-	-	-	575
Other Current Charges	14	21	8,165	-	-	-	-	60	-	-	-	-	8,260
Office Supplies	-	-	6	-	-	-	-	-	26	-	-	-	32
Dues, Licenses & Subscriptions	175	-	-	-	-	-	-	-	-	-	-	-	175
Total General & Administrative	\$ 17,745	\$ 4,812	\$ 13,104	\$ 9,893	\$ 4,289	\$ 8,465	\$ 5,358	\$ 5,135	\$ 6,025	\$ 4,331	\$ -	\$ -	\$ 79,156

Hemingway Point
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operations & Maintenance													
Maintenance Expenditures													
Field Management	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ -	\$ -	\$ 10,000
Security/Pool Attendant	2,179	1,520	1,280	1,280	1,280	1,280	1,280	1,751	1,280	-	-	-	13,130
Phone/Internet	190	190	200	204	194	204	194	204	-	205	-	-	1,787
Electric	445	602	639	635	668	726	1,329	663	-	-	-	-	5,708
Water	-	2,595	-	-	-	653	194	-	1,107	-	-	-	4,549
Property Insurance	4,198	-	-	-	-	-	-	-	-	-	-	-	4,198
Repairs & Maintenance	370	119	-	1,570	1,575	-	2,420	2,665	875	-	-	-	9,594
Landscape Maintenance	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	1,600	-	-	16,000
Tree Trimming	-	-	-	-	-	-	5,400	-	-	-	-	-	5,400
Janitorial Service & Supplies	650	350	444	300	434	300	300	375	608	1,275	-	-	5,035
Pool Maintenance	520	520	1,913	520	1,141	520	520	520	520	1,049	-	-	7,743
Operating Supplies	-	76	-	-	-	-	149	-	-	-	-	-	225
Pressure Washing	-	-	-	-	-	-	-	-	375	-	-	-	375
Landscape Lighting & Replacement	-	-	-	-	-	-	-	-	-	-	-	-	-
Pest Control	655	-	-	-	-	-	-	-	-	-	-	-	655
Pool Permits	-	-	-	-	-	-	-	-	250	-	-	-	250
Contingencies	3,873	-	3,873	217	-	-	-	-	3,873	-	-	-	11,834
Subtotal Field Expenditures	\$ 15,679	\$ 8,573	\$ 10,948	\$ 7,326	\$ 7,892	\$ 6,284	\$ 14,386	\$ 8,779	\$ 11,487	\$ 5,129	\$ -	\$ -	\$ 96,483
Total Operations & Maintenance	\$ 15,679	\$ 8,573	\$ 10,948	\$ 7,326	\$ 7,892	\$ 6,284	\$ 14,386	\$ 8,779	\$ 11,487	\$ 5,129	\$ -	\$ -	\$ 96,483
Total Expenditures	\$ 33,424	\$ 13,385	\$ 24,052	\$ 17,218	\$ 12,181	\$ 14,749	\$ 19,744	\$ 13,914	\$ 17,511	\$ 9,460	\$ -	\$ -	\$ 175,639
Excess (Deficiency) of Revenues over Expenditures	\$ (33,417)	\$ (6,427)	\$ 181,905	\$ (15,812)	\$ (8,507)	\$ (13,314)	\$ (17,570)	\$ (13,150)	\$ (15,997)	\$ (9,460)	\$ -	\$ -	\$ 48,251
Other Financing Sources/Uses:													
Transfer In/(Out)													\$ -
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (33,417)	\$ (6,427)	\$ 181,905	\$ (15,812)	\$ (8,507)	\$ (13,314)	\$ (17,570)	\$ (13,150)	\$ (15,997)	\$ (9,460)	\$ -	\$ -	\$ 48,251

Hemingway Point
Community Development District
Long Term Debt Report

Series 2013, Special Assessment Bonds (Phase One Project)		
Original Issue Amount:	9/30/13	\$2,135,000
Term 1:	\$335,000	
Interest Rate:	5.25%	
Maturity Date:	11/1/2022	
Term 2:	\$615,000	
Interest Rate:	6.25%	
Maturity Date:	11/1/2032	
Term 3:	\$1,165,000	
Interest Rate:	6.75%	
Maturity Date:	11/1/2042	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	\$82,950	
Reserve Fund Balance	84,275	
Bonds Outstanding		\$2,135,000
Less: Principal Payment - 11/1/13		(\$30,000)
Less: Principal Payment - 11/1/14		(\$30,000)
Less: Principal Payment - 11/1/15		(\$30,000)
Less: Principal Payment - 11/1/16		(\$30,000)
Less: Principal Payment - 11/1/17		(\$35,000)
Less: Principal Payment - 11/1/18		(\$35,000)
Less: Principal Payment - 11/1/19		(\$40,000)
Less: Principal Payment - 11/1/20		(\$40,000)
Less: Principal Payment - 11/1/21		(\$40,000)
Less: Principal Payment - 11/1/22		(\$45,000)
Current Bonds Outstanding		\$1,780,000

Series 2014, Special Assessment Bonds (Phase Two Project)		
Original Issue Amount:	8/21/2014	\$2,500,000
Term 1:	\$47,000	
Interest Rate:	4.625%	
Maturity Date:	11/1/2024	
Term 2:	\$760,000	
Interest Rate:	5.00%	
Maturity Date:	11/1/2034	
Term 3:	\$1,270,000	
Interest Rate:	6.75%	
Maturity Date:	11/1/2044	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	\$85,241	
Reserve Fund Balance	86,371	
Bonds Outstanding		\$2,500,000
Less: Principal Payment - 11/1/15		(\$35,000)
Less: Principal Payment - 11/1/16		(\$40,000)
Less: Principal Payment - 11/1/17		(\$40,000)
Less: Principal Payment - 11/1/18		(\$45,000)
Less: Principal Payment - 11/1/19		(\$45,000)
Less: Principal Payment - 11/1/20		(\$50,000)
Less: Principal Payment - 11/1/21		(\$50,000)
Less: Principal Payment - 11/1/22		(\$55,000)
Current Bonds Outstanding		\$2,140,000

Hemingway Point
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts - Miami-Dade County
Fiscal Year 2023

Gross Assessments \$ 235,000.89 \$ 174,631.90 \$ 179,453.12 \$ 589,085.91
Net Assessments \$ 223,250.85 \$ 165,900.31 \$ 170,480.46 \$ 559,631.61

ON ROLL ASSESSMENTS

allocation in % 39.89% 29.64% 30.46% 100.00%

Date	Gross Amount	Discount/ (Penalty)	Commission	Interest	Net Receipts	O&M Portion	2013 Debt Service	2014 Debt Service	Total
11/23/22	\$ 5,452.95	\$ 215.93	\$ 54.52	\$ -	\$ 5,182.50	\$ 2,087.34	\$ 1,987.67	\$ 1,107.49	\$ 5,182.50
11/25/22	13,162.01	521.21	131.63	-	12,509.17	4,870.45	993.83	6,644.89	12,509.17
12/06/22	539,411.46	21,360.34	5,394.12	-	512,657.00	204,558.97	153,050.47	155,047.56	512,657.00
12/20/22	3,555.58	123.19	35.56	-	3,396.83	1,398.81	1,998.02	-	3,396.83
01/10/23	3,555.58	105.59	35.56	-	3,414.43	1,406.05	2,008.38	-	3,414.43
02/08/23	-	-	-	306.20	306.20	122.22	92.25	91.73	306.20
02/10/23	9,247.69	183.11	92.48	-	8,972.10	3,551.37	2,029.07	3,391.66	8,972.10
03/10/23	3,555.58	35.20	35.56	-	3,484.82	1,435.04	2,049.78	-	3,484.82
04/07/23	5,572.53	55.73	-	-	5,516.80	2,174.31	1,035.24	2,307.25	5,516.80
05/10/23	1,897.37	(56.34)	18.97	-	1,934.74	746.51	-	1,188.24	1,934.75
05/17/23	-	-	-	42.46	42.46	16.95	12.92	12.59	42.46
06/22/23	3,675.16	(145.95)	18.98	-	3,802.13	1,514.76	1,081.83	1,205.54	3,802.13
							\$0.00	\$0.00	
TOTAL	\$ 589,085.91	\$ 22,398.01	\$ 5,817.38	\$ 348.66	\$ 561,219.18	\$ 223,882.78	\$ 166,339.46	\$ 170,996.95	\$ 561,219.19

100.00%	Percent Collected
\$ (0.00)	Balance Remaining to Collect