



***Hemingway Point
Community Development District***

<http://www.hemingwaycdd.com>

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

October 25, 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
October 25, 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. Consideration of Appointment of Supervisor to Unexpired Term(s) of Office – Seat #4 (11/2026)
 - B. Oath of Office for Newly Appointed Supervisor(s)
 - C. Election of Officer(s)
3. Approval of the Minutes of the August 23, 2023 Meeting
4. Consideration of:
 - A. **Resolution #2024-01** Establishing an Electronic Signature Policy
 - B. **Resolution #2024-02** Adoption of Records Retention Policy
 - C. Engagement Letter with Grau & Associates to perform the Audit for Fiscal Year Ending September 30, 2023
5. Discussion of Emails and Subdivision Drainage Inspection by Miami-Dade County
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field/Property Manager – Monthly Report
 - D. CDD Manager – Insurance Policy Renewal and Appraisal with Egis Insurance & Risk Advisors
7. Financial Reports
 - A. Approval of Check Run Summary
 - B. Acceptance of Unaudited Financials
8. Supervisors Requests and Audience Comments
9. 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>

From: Marcos Gonzalez Photography <marcosgonzalezphotography@gmail.com>

Sent: Wednesday, October 11, 2023 5:50 PM

To: Ben Quesada <BQuesada@gmssf.com>

Subject: Hemingway Way Point CDD Board of Supervisor Position

Good afternoon,

I'm interested in the position in the CDD for Hemingway Point. My name is Marcos Gonzalez and I'm a Fire Captain for the City of Margate. I feel that I would be an excellent candidate for this position. My current role as Captain at the fire department exposes me to a leadership role. I am even tempered, rational, and flexible when working with others. In the seven years that I have lived in this community as a homeowner, I have truly cared about the betterment of the community as a whole. The other bonus is I have plenty of free time to attend to issues in our community due to my schedule.

Thank you for your consideration

Marcos Gonzalez



From: Venus Barrera <v.barrera4@yahoo.com>

Sent: Thursday, October 12, 2023 11:17 AM

To: Ben Quesada <BQuesada@gmssf.com>

Subject: Hemingway Pointe CDD Supervisor

Good morning,

My name is Venus Barrera, I reside at 25220 SW 119 Ave and have owned the home since August of 2021. I would love to be considered for the supervisor position as I know my property manager and personal, as well as professional background would bring much needed unity and leadership to the community. I am an Entrepreneur mother of two, a wife and a devoted citizen pushing to make life for those around me a better place. I would love to continue to ensure safety of all, as well as give my thoughts on changes that could benefit the community as a whole. I did actually reach out to Lu Mendez in August advising him I was interested, he asked me to email and unfortunately my brother passed away.

Please call me if you'd like to chat
786-450-4579

All the best,
Venus Barrera



**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, August 23, 2023, at 2:00 p.m. at 1355 Waterstone Way, Homestead, Florida 33033.

Present and constituting a quorum were:

Russell Brick	Chairman
Cheryll Angell	Assistant Secretary
Carlos Suarez	Assistant Secretary (by phone)
Randy Berbrick	Assistant Secretary

Also present were:

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

(PLEASE NOTE: Due to audio recording difficulties, these minutes were transcribed to the best of our ability.)

FIRST ORDER OF BUSINESS Roll Call

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

SECOND ORDER OF BUSINESS 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)**

Mr. Quesada: Moving on, we're going to skip over organizational matters for now, we have a quorum at the moment, so we'll move on to the next item.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the June 28, 2023 Meeting

Mr. Quesada: Moving on to item No. 3 we have the approval of the minutes of the June 28, 2023 meeting. Are there any comments or corrections from the attorney?

Mr. Cochran: No.

Mr. Quesada: Any comments or corrections from the Board? Hearing none, a motion to approve would be in order.

On MOTION by Ms. Angell seconded by Mr. Suarez with all in favor, the Minutes of the June 28, 2023 Meeting were approved.

FOURTH ORDER OF BUSINESS

Consideration of First Amendment to GMS-SF Management Agreement

Mr. Quesada: The next item is consideration of the first amendment to GMS-SF Management agreement and there was some language that we cleaned up on our agreement with the District. For instance, it had our old office address, also the insurance requirements of the agreement were updated up to current requirements, it added the language about the E-Verify which all the contractors have to go through that process to qualify to perform services, and that's pretty much it. If you have any questions, please let us know but, it was circulated in the agenda and if there are no questions, a motion to approve the first amendment to the agreement for District management services with GMS-SF would be in order.

On MOTION by Ms. Berbrick seconded by Ms. Angell with all in favor, accepting the First Amendment to GMS-SF Management Agreement was approved.

FIFTH ORDER OF BUSINESS

Staff Reports

Mr. Quesada: Moving on to staff reports, Mr. Attorney, memo on 2023 legislative update.

A. Attorney – Memorandum on 2023 Legislative Update

Mr. Cochran: Yes, good afternoon, everyone. So, as we do every year, we included here our legislative update which are some of the laws that passed this legislative session that affect CDDs. I can't remember if we discussed the required ethics training, oh yes, we did discuss that last time, so this one includes some of the other matters. There's a 5-page memo that highlights eight of the different new laws that were just passed in the 2023 legislative session. So, I'll just touch on a couple of them just for your information, and two of them deal with public records exemptions. So, as you know, the District's records are public records, the legislature does have certain types of records that are exempt from those public records requirements such that if somebody asked for them, the District wouldn't be required to turn them over, and so sometimes what they'll do is when they adopt exemptions to those requirements they put like a sunset provision in there where it will automatically expire after a certain number of years. So, what the limits are this year is they eliminated that automatic schedule which keeps it in place, and those relate to safety and security items like building plans, blueprints, schematics for certain types of facilities, and also for fire safety and security system plans. (inaudible comment) One of the ones that you all have are these fancy tablets, and it says you must provide and since you don't take these home with you, it's more of a requirement for GMS than it is for you but, the government is adopting a list of certain Apps that are prohibited from going on any type of government-issued device, whether it's a phone, a tablet, or a laptop or whatever, and TikTok is one of the more famous ones that you're not allowed to put on there but, there's other ones also that were created by foreign entities or governments that are also on that prohibited list. (inaudible comment) There's a couple of them that deal with or have been in the news over the last year so one was directed towards the Reedy Creek Improvement District, the Disney District, so you've heard about that. Then another one that's also been in the news a little bit deals with government bodies from selling or transferring certain interests in real property to either foreign governments or entities that are controlled by a principal of certain foreign countries, and it also prohibits local governments from contracting with some of those entities as well. So, that's kind of the highlight of a few of them, you've got the memo in your packets, and if any of the summaries interest you, we've provided the backup laws

to management so they can provide you with those full laws but, that's really all for that and that's all I have for the attorney report unless any of you have any questions.

Mr. Quesada: Hearing no questions, thank you, Scott.

B. Engineer – Drainage Maintenance

Mr. Quesada: Moving on to engineering. As far as the drainage system, the update, I've been in communication with the civil engineer, Juan Alvarez, and an email was sent on the 14th directly to the internal staff for Miami-Dade government, and he basically explained to us in short term, and I'm summarizing but, you have copies of the emails here. So, within 5 years this is the current code, and Scott, correct me if I'm wrong but, they updated the language on a county level where they're required and responsible for having to at least inspect and clean out your drainage system every 5 years. The turnover for the engineer, and the way it was explained was when everything was turned over, and this is actually at the 5-year mark. So, an email was sent to the county as far as, and the detailed report provided by Raptor Vac with all sediment measurements was provided to the county, and we still have not heard back from the county. At this particular time, management has been driving through the community after storm activity monitoring things and outside of you guys having some palm fronds and whatnot on the ground, there's no flooding issues to report. Typically, the way it is for people that are not experts on the subject, to monitor the health of the drainage system, it's within 24 hours if we're still seeing flooding on the streets after any activity stops, and we're not seeing anything close to that, within hours at the most the streets are fine. So, the particular concern from our point of view and from the actual expert on the subject which is the engineer and the storm drain contractor is, you have 18" of sediment in areas that should not be having anywhere near that amount of sediment in it. So, we are waiting for an answer from the county, and right now staff's recommendation because of the fact of not having any major flooding issues is to give the county a little bit more time to respond, and if they do not act swiftly enough we can revisit this on the next agenda, and discuss it further. If we do go that route, you still do have the proposal from Raptor Vac where there's three options on the table, anything that's 6" and up, anything that's 6" and down, or just do everything. We haven't gotten to that point yet where I feel

comfortable where we should have to expend any District's funds on that at the moment but, let's wait and see what the county's response is.

C. Field/Property Manager - Monthly Report

Mr. Quesada: Moving on from engineering, we have the field report. Mayra, do you have a quick update on the pool? Do you have the numbers?

Ms. Padilla: Yes, so for the pool, as you guys know we had a problem with Comcast, we called Comcast out, and then Comcast came out, they fixed it, and we were able to connect. So, the temporary pass was needed, and in a month, I'm keeping track of the numbers and we're giving access to people, and this month we gave access to 46 people, and 3 are still pending. I was finally able to talk to people and I think they understand that you get 2 free, and after the second one, there is a charge, and what people are saying is, well can I swap out my husband for my daughter, and I'm saying unfortunately, I mean if it's the same person, no problem, but you can't swap one for the other because then when you swap out the information, it's not the same card, we have to create a new card.

Mr. Quesada: And keep in mind that's per license, so obviously it comes at a charge to the District. What we were able to do, which I think is fantastic is, any time anyone switches their phone, we're still able to keep that identification and just transfer to a new device at no cost to anybody, so that part has already been well addressed.

Mr. Brick: Ok, so I would like it to be abundantly clear on our website in the instructions that credentials cannot be transferred from phone to phone. It will automatically deactivate the credential and it will no longer function.

Mr. Quesada: Perfect.

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

Mr. Brick: Well, you're entitled to two credentials, you cannot transfer your credential to your son through your phone, it will automatically deactivate.

A resident: Ok. (inaudible comment)

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

Mr. Brick: Alright, just one more item real quick, is the phone App working successfully on your phone?

A resident: Yes.

Mr. Brick: Thank you very much.

Mr. Quesada: So, going back to that, obviously I think it was just a matter of, I think within the same week, whether it went down on Monday or Tuesday but, by that Friday everything was fixed, so it was a Comcast issue, and we had no control over it. It was, item number one, identifying the problem, and number two, getting Comcast out there working with our professionals.

Ms. Berbrick: I don't know if you know this but, I have Xfinity Comcast at home, as my internet, and I've been getting notifications that we're going to be down this day, we're going to be down that day, which may affect the pool.

Mr. Quesada: And again, that's pretty much what we had, and they changed their IP address which was causing the connectivity issues, so we met out there with the professionals. (inaudible comment)

Ms. Berbrick: Right.

Mr. Quesada: Going back to the field report, like I said you just had some storm activity recently, so I want to thank Nicoya Landscaping for responding quickly, they came out really quick and staged the debris and came back later on that same week and picked up the debris. I know there were some seed pods and whatnot that we had, and thankfully they were able to do that at no extra charge to the District getting those. Once things do get above a certain height it does require an additional charge, however we were able to work through that.

Ms. Padilla: So, we drove the District and we noticed that some trees are growing out over on the street, so when people are coming out we noticed that they kind of have to go around it. We did look into that and those trees aren't CDD trees, they belong to the county so I reported them to 311, that's something that you guys will have to decide if you want to try to trim them, I did notice that some of them are pretty bad but, for now, we did report them to the county.

Mr. Quesada: Correct, so we're not talking about anything along the CDD tracts, as you know we're responsible for the maintenance of anything, and that's any trees that are county trees that abut CDD property, so anywhere along the CDD tracts we're able to

resolve. Now, the trees that she's referencing, are trees along the county swales that are adjacent to private property and in this case, that's something we can speak with the HOA about and maybe they can send a letter out to the community advising them and educating them on the fact that any trees along the county swales that are abutting their private property, technically, that's the way the county interprets it, it's their responsibility to maintain those trees. Now, as a courtesy obviously, Mayra is saying that we went and reported them to 311, two areas, one on 253rd and 252nd, I believe it was.

Ms. Padilla: Yes.

Mr. Quesada: So, those were reported to the county because again they were getting so close to the road where something is bound to happen with those trees.

A resident: Just a question, so the trees that you're saying, like for example that are on the side of your property, those trees belong to the county but, they need to be maintained by the property?

Ms. Padilla: Yes.

A resident: So, there's a bit of confusion with the whole thing. (inaudible comment) I know the trees in front of the swales, in front of your house, everybody has like two trees, and I don't have a side tree. (inaudible comment) So, those trees that are on the side of the property, that side of the sidewalk belongs to the county but, they need to be maintained by who?

Mr. Quesada: By the adjacent property owner.

A resident: Ok.

Mr. Quesada: Meaning, it's not a CDD tract. (inaudible comment)

A resident: Ok, and then we have some trees that are on the swales that are overgrown that are breaking the sidewalk, whose responsibility is that?

Mr. Quesada: Again, that is something where you can report to 311, the District as a courtesy can assist with stuff like that. (inaudible comment)

A resident: Ok.

Mr. Quesada: So, 311 because the sidewalks are also county sidewalks.

A resident: Ok. (inaudible comment)

Mr. Brick: Ben, can I say something, this is not an HOA meeting, and this is a HOA issue.

A resident: Yes, I understand that. (inaudible comment)

Mr. Brick: How about if we do this, how about if we send you the District map that details the trees that the District is responsible for so that you have it on record?

A resident: Ok. (inaudible comment)

Mr. Cochran: It's not the CDD's job to decide between the residents, the HOA, or the county as to who's responsible for maintaining non-District property, so it's kind of up to the homeowners and the county and the HOA to figure that out, it's not a District issue.

Mr. Brick: In all reality that would actually be the HOA's responsibility.

A resident: Ok.

Mr. Quesada: (inaudible comment) Any obstacle along the roadway that could cause a safety issue we don't mind helping, as a courtesy assisting with communication like that.

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

Mr. Brick: In the green highlighted map those are the areas that the CDD is responsible for, if I remember the map correctly. So, all property that is adjacent to a county road that is not maintained by the CDD is the responsibility of the homeowner, adjacent to that property. The only place that I have a little confusion about is where there are four county right-of-ways in our development and whether or not the homeowner is responsible for those trees.

A resident: Which are those?

Mr. Brick: The right-of-ways are the streets that dead-end to the next development, that's a county right-of-way.

A resident: Ok.

Mr. Brick: And technically no vehicles can be parked there, nothing can be placed there, you guys don't enforce it, we don't enforce it because we obviously don't have enough parking spaces but, those are the trees that I'm concerned with and who's responsible because some of them are really getting into the road.

A resident: Yes, they are, especially where the mailboxes are, that street.

Mr. Quesada: Ok, so I showed him the map so he can understand what was going on.

Ms. Berbrick: And Vanessa asked for a copy.

Mr. Quesada: Yes, it's also on the website under our District. (inaudible comment)

Mr. Brick: Ben, what about the swales that are in the county right-of-way?

Mr. Quesada: Can you be more specific?

Mr. Brick: Yes, where the street dead ends into the next development, that's a county right-of-way, are those trees our responsibility or are they the responsibility of the homeowner?

Mr. Quesada: They're the responsibility of the county, so if you look at your District map.

Mr. Winkeljohn: Hey Ben?

Mr. Quesada: Yes, Paul.

Mr. Winkeljohn: There are a couple of those parcels that the property owner actually goes all the way to the middle of that dead-end street, so you have to pull up the Property Appraiser's website to see each one that's a detail you only see when you see the individual property parcels. (inaudible comment) The two property owners on either side of that street, they actually own about a foot and a half of that real estate all the way to the end.

Mr. Quesada: Thank you Paul, that was good information. Again, speaking about the District as far as that, what we're talking about is if you look on the map, there's green tracts on there and they're all identified, and each tract even has its own name, I know it's small print but, it was just printed, so you can see tract C, tract G, tract E, tract F, all those tracts belong to the District. The easiest way, and I told that to him is to look at the doggie stations on the backside of their pool where the drainage area is, you have a couple of doggie stations, all those are CDD tracts, you have doggie stations at those, that's the easiest way for someone who is walking the community to identify the CDD tracts. So, he was asking about some corner lots where you make the turn, I think it was off of 252nd or 253rd, and that's what I was explaining to him, some of these corner lots there is more swale right next to their property but, there is no District property adjacent to that area. Technically, the interpretation by the county would be the owner is responsible but, he still advised it would hurt to try to tell anybody that's having issues with those trees to at least report it to the county and see what happens, maybe the county will send somebody out there to take care of it for you, who knows, because that is their road on the other side too but, if not the way they're going to determine it, they might send a letter because that has happened in another District that we've done with

Scott before where there were some sidewalk issues that belonged to the county, and the county basically came back and said, whoever's house this is right in front of the sidewalk, that tree is your responsibility, so it all depends but, it doesn't hurt to try.

A resident: Absolutely. (inaudible comment) And another question, I know that the lights are managed by FPL, correct?

Mr. Quesada: Yes.

A resident: So, a lot of these lights, where they were positioned, were positioned 2' or 1' from a tree, and we have a lot of them that are under the tree, and I know FPL trims trees around light poles, would that be correct to say that? (inaudible comment)

Mr. Quesada: It wouldn't hurt to call them.

Mr. Winkeljohn: Yes, but remember the lights are also under a Special Taxing District that the county manages.

Mr. Brick: Correct.

Mr. Quesada: (inaudible comment)

Mr. Brick: Just as a further note, that Special Lighting District is included in your taxes.

Mr. Quesada: Correct.

Mr. Brick: So, you pay for it too.

Mr. Quesada: Yes. FPL actually made the reporting just like the county and they've actually gotten so much better with that, so some days it took forever on the phone, now you can do it online. (inaudible comment) It only takes 5 minutes at the most to report it and get a ticket number and you can track it.

Ms. Angell: I have a question. With the storm that we've had, I sent you a picture of a tree that had fallen, did you get it?

Mr. Quesada: Yes, we lost a 12' poinsettia tree.

Ms. Angell: Did you cut it all the way down?

Mr. Quesada: I need to follow up with Nicoya per my last inspection I think it was a week ago it was still there, half of the trunk, so it's in no danger of causing any damage but, yes, we'll get that at least cut down to grade so that there's no issues. For now, it's about 3' or 4' high and that's a good thing because that's not something that anyone could fall over.

Ms. Angell: Right, ok, thank you.

A resident: Regarding the trees in the storm, are you guys on scheduled maintenance for storm trimming?

Mr. Quesada: That's already been completely done, yes. So, every year, and again going back to your budget, these are the types of services that were added, as time went on the field services were added. Once a year now you have BrightView Landscaping coming through there, and anything that's above I think 12' or 15', like the royal palms in particular are being trimmed pre-hurricane season, so I'll have the tree trimming on the field report. I want to say it's June at the latest it was done, so I'm working on that between spring and June, so it is done.

Ms. Berbrick: And since we're talking about what the CDD covers and doesn't cover, maybe now would be a good time to put on the record that so anybody and everybody can see exactly what the CDD is supposed to be maintaining.

Mr. Quesada: Sure, so you have kind of two main purposes of the District, one is you have the construction bonds that were done to build the infrastructure of the community which obviously they're still being paid off because it's a 30-year bond, so that is one requirement. The other is obviously we're maintaining the infrastructure, and I just kind of went over the map now of the areas, they include the pool, the entrances, that the District is responsible for maintaining. Along the way while we do that maintenance, obviously, you may spot, or we may spot, or a professional may spot, a flaw in the original intended design of such structures or infrastructure, and that is also up to the Board's discretion to make improvements or mitigate future damages to these areas that the District is responsible for. So, that is kind of where we're at, and again, we went over this with the proposed budget from 2018 to 2022, you guys chewed up about \$100,000 you had in reserve, the contingency, and so one of the goals of the District is to kind of get back to that point because we don't even start receiving funds until after the first three months of the fiscal year, and you need to have money already in contingency just to pay your overhead, let alone you get a storm, or a hurricane, or anything like that, and again, we understand it's county roads and whatnot along there, but what if you have a hazard of immediate need, are you going to wait for someone from the county to show up, or do you want to have at least some funds on hand to be able to take care of an emergency repair. As a matter of fact, yesterday or the day before, your two pool pump motors are on their last legs, they're making loud noises, they're still operating, but any minute now

they are not going to last much longer. So, it was reported to us, and we already authorized to have those pumps replaced because we have enough money on hand for the pool and these types of emergency costs to get those pumps replaced. So, these are the types of things that you want to just have available funds for.

Ms. Angell: I just want to tell you at our April 26th meeting, we had said the palms were going to be trimmed, and then they were done after that.

Mr. Quesada: Thank you, yes it was done a month or so after that, somewhere between early May and June it was done.

Mr. Brick: And also moving forward, any mitigation that's done is done at the behest of the Board, and it also has to be paid for by an assessment because our budget includes only the operations that we're handling now. Any future considerations, we either have to take money from the reserves, or we have to assess for it, so do we be prepared for anything that happens in the future, or do we just spend it all willy nilly, you understand where I'm going with this?

A resident: Yes.

Mr. Brick: Ok.

A resident: And I do have some questions regarding the budget but, I'll wait for us to get there. (inaudible comment)

Mr. Brick: We really have to finish the business of the meeting before we get involved with any of this because this was all out of place to begin with.

A resident: Ok.

D. CDD Manager - Discussion of Financial Disclosure Report from the Commission on Ethics and Reminder to File Annual Form

Mr. Quesada: Moving on to the manager's report, we have discussion of the financial disclosure report from the Commission on Ethics and reminder to file your annual form. I believe it's in our agenda, I know the county is a little bit slow on updating but, let me check, I believe we have everybody except for one Supervisor on there, and he's not on the phone now but, this is just a reminder that it is a personal obligation, and you could be fined up to \$1,500 by the state if you don't send it in on time.

SIXTH ORDER OF BUSINESS

Financial Reports

A. Approval of Check Run Summary

B. Acceptance of Unaudited financials

Mr. Quesada: Moving on to financial reports, which we can talk about the budget now if you guys want to open the discussion, or if you just want to approve the financials you can do that. We have the check run summary and the unaudited financials, are there any questions?

Mr. Suarez: I have one question on the financials, did we really spend \$300 on toilet paper dispenser replacement?

Mr. Quesada: That was for both bathrooms, yes, and your original toilet paper dispensers were completely rusted out and they were replaced with different material that will not rust, more like a vinyl dispenser but that was done in all stalls and in both bathrooms, that includes labor, yes.

Mr. Suarez: Ok, thank you.

Mr. Quesada: Are there any other questions on the financials, if not, a motion to accept the financials would be in order.

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

SEVENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Mr. Quesada: We are basically in the audience comments portion now so if anyone has any other questions about the budget we can take those.

A resident: Yes, I have some questions about the budget as a homeowner and I'm just trying to understand the budget, so you have an adopted budget for 2023, and then you have the total projected for 9/30, that's the end of your budget year, and on these projections, is that what you guys are expecting to spend by the end of your budget year? So, you budget for Supervisors fees \$10,334, and then it says total projected \$59,006, so that means you guys spent less. So, if that's the case, then for the pool, you guys had budgeted \$7,200 and by the end of this fiscal year you'll have used \$9,200, but you budgeted \$12,000 for this year, why such a big jump? So, the Board says in 2023 the adopted budget, is \$7,200 projected to 9/30 is \$9,250, so I'm assuming you guys

have some repairs or whatever, but what you're adopting for 2024 is \$12,000 but, then it says here in the details that you guys are paying Florida Bright & Blue \$520 a month which just adds up to like \$6,300, so why is it like that because it's a big jump from \$6,300 to \$12,000, it's just a big jump, and I don't know, I'm just trying to understand it.

Mr. Quesada: Sure, so there's two things in there, number one is, I don't know if you know this but included in the pool maintenance is also the two fountains at the entrance.

A resident: (inaudible comment)

Mr. Quesada: So, two other things, number one, last year, everything is needed so your pumps, your filters, your gaskets, electrical issues arise with the circuits and whatnot, so what our accountants try to do is, they look at the past fiscal year, the previous fiscal year.

A resident: For depreciation and the risk of things breaking down.

Mr. Quesada: Yes, and keep in mind, if we do go under budget let's say, that's part of the carry forward to the next year which is good budgeting.

A resident: So, what is repairs and maintenance, what is that?

Mr. Quesada: That applies to any repairs, that's not specific to anything in particular.

A resident: Like what?

Mr. Quesada: Like the electrical in the bathrooms, that's not pool maintenance, but that's specifically tied to the pool. (inaudible comment) Also, the playground repairs, the entrance, when we do any type of structural or landscaping repairs.

A resident: And the landscaping lighting and replacement is \$5,000, wouldn't that go under that?

Mr. Quesada: Yes. (inaudible comment)

A resident: Ok, and I'm trying to understand because you have landscape maintenance, you have repair and maintenance, you have pool maintenance but, then you have landscape lighting and replacement, and then we have tree trimming. So, you said there's a secondary company, that anything above a certain height does that, do we also have somebody that does the irrigation?

Mr. Quesada: So, the way we're doing it is the same company, BrightView, they're a full-service landscaping company, they are providing it and what we're doing is

quarterly wet checks, so I think every 2 or 3 months they're coming out there and they're doing the wet checks.

A resident: Have we put out for a request for a company to do everything, so we're not paying Nicoya, this guy, the other guy, just one small company? (inaudible comment) I'm just asking how often do we visit the expenditure, like how often do you say, let me see how much it's costing me now to do this, and it might be more.

Mr. Quesada: So, honestly that's up to the Board's discretion, I can tell you as the manager, I would be coming to the Board and making recommendations like that when they're receiving increase requests from a contractor if they haven't increased their price in 5 years or whatever it is. So, typically it's at the Board's discretion or somebody is coming and asking for an increase, and then depending on the number of the increase and our budget, we would want to start shopping around and see what other options we have.

Mr. Brick: Also, I'd just like to note that the District is not required to shop any contract that's below \$200,000.

A resident: Ok, so you guys can just say, if it's under \$200,000, it's at your discretion.

Mr. Quesada: I mean, sounds like you're obviously looking at your budget and making sure that we're staying within the budget.

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

A resident: So, the increase from actual, like the pool attendant, so what days do we have a pool attendant?

Mr. Quesada: Weekends and holidays, and I don't want to be more specific than that on the record only because it's a security thing, we do play with the schedule a little bit based on attendance, so we don't want everybody knowing exactly when the security staff is going to be onsite.

A resident: Ok, so the pool attendant, regardless of when they're there, when did we start having a pool attendant?

Mr. Brick: About a year ago.

Ms. Berbrick: I think a little bit more than a year.

Mr. Quesada: Yes.

A resident: So, in the 2021 and 2022 budget it was budgeted \$30,000 so we can have them?

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

A resident: So, in 2020 you budgeted \$30,000 for a pool attendant.

Ms. Berbrick: So, clearly a budget is a budget to work to or not go over, and then if there's extra it goes into what we call reserves, or the carry forward.

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

Mr. Suarez: I'm sorry Cheryll and Randy, can you guys please stop whispering, I can hear you and I can't understand what Ben was saying, thank you.

Mr. Quesada: (inaudible comment) So, whenever you have good management, any carry forward money goes into your carry forward surplus which is used as a reserve and reserves are emergency spending in case anything should happen.

A resident: I understand that.

Mr. Quesada: Ok.

A resident: And I understand when you're budgeting you look at your expenditures, you say ok, we budgeted \$10,000 and we spent \$11,000, I think we went over, let's budget 20% more to give us some additional leeway just in case but, there's some places here for example, pressure cleaning, \$8,000.

Mr. Winkeljohn: Ben?

Mr. Quesada: Yes.

Mr. Winkeljohn: I can answer that.

Mr. Quesada: Go ahead.

Mr. Winkeljohn: Sorry, I can't see the resident but, I can hear him loud and clear. This is Paul Winkeljohn, the previous District manager, in District budgeting because we want a flat as possible assessment, we often put what's called placeholder budget line items and the scale of work at one time was anticipated "X" number of people, "X" number of hours, a full-time pool attendant and then it doubled or so in the summer, and so that scale, that \$30,000 was a level of service established by the District, and there

are other examples of other professional fees that are hourly. We don't know what those rates are going to be but, we try to keep that number a little higher than maybe is happening on a regular basis because if you keep moving that around, you can ultimately get into a position where you don't have enough funds, so it's a placeholder philosophy in some cases.

A resident: So, with the placeholder is it affecting the assessment because of the placeholder?

Mr. Winkeljohn: Well, you could look at it the way we look at it which is, you have to have a certain amount of money to follow the bottom line every year to build any reserves. If you guys have your financials open, under section 6B of the agenda, on page 5, if you look at the bottom of that page, at the next change in fund balance line, it's the third line from the bottom, your adopted budget at the current year-end was a deficit of \$30,000, and that's because of a number of things. So, in the long run if you're not holding what we know is the industry, or we know the service level of Districts your size, if you're not keeping certain expenses at a reasonable rate in range, and the pool attendant I don't think is a good example because you're spending it pretty close to 100% this year, maybe 75%, somewhere in that range but, if the District wants to double security because they had problems which has happened, where are you getting it from, so that's the idea but, great question, I appreciate you participating.

A resident: Ok, and lot of people like to assume because they don't understand the business end of it, so I just wanted to understand what the mindset was, what was the plan behind that so I could understand it.

Mr. Winkeljohn: In public budgeting yes, you want to be careful from too much incremental budgeting where you just add 5% every year, and you want to be too careful of under budgeting which creates a ripple effect, and you want to be careful of too many placeholders. When Districts first start, they're all placeholder line items in that respect because there's no activity, so the strategy flows and obviously the Board makes that decision when they adopt the budget.

A resident: And the property taxes, we weren't paying property taxes until 2022?

Mr. Winkeljohn: Ben, do you want me to handle that, or do you want to take it?

Mr. Quesada: Well property taxes, I mean we assess the amount, I don't know what the amount is of the assessments, but we've been collecting it through the Non Ad Valorem Assessments.

Mr. Winkeljohn: No, we pay a tax bill, Ben.

Mr. Quesada: Ok.

Mr. Winkeljohn: So, the history with Dade County is they decided to go after all clubhouses in the area in South Dade and several of our Districts I think all of them got a tax bill. The address and the deed for the cabana/clubhouse is still in the construction company's name, so the bill didn't get to the District until much later and eventually they gave us a bill last year, we had to pay it because we got the bill after the appeal process, this year Scott and Ben will apply for an appeal process. We automatically apply for one for all of our Districts to prevent this but, there was a political move in the county to try to get some revenue, or make these clubhouses prove that they're public, so we've added a feature that we know that qualifies us for that essentially, we've met it.

A resident: Ok, so I get it. (inaudible comment) So, now if we open the pool to the public, it's so you can save on those taxes.

Mr. Quesada: And technically we've always been eligible but, the county has been cracking down on us, so Scott is already assisting us with that, so what we did is we added additional signage and language on our website to make that more abundantly clear to the county.

A resident: Ok.

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

Mr. Quesada: Well, I want to say it's about \$1,000 a year for nonmembers to become a member. If you think about it, for an entire household having a large gym, a pool/jacuzzi it may be worth it for \$1,000 a year too. (inaudible comment)

A resident: (inaudible comment)

Mr. Brick: And do we really want a bunch of people coming from outside the development?

A resident: (inaudible comment)

Mr. Quesada: Scott, can give you a definition of that?

Mr. Cochran: It's a public facility so it has to be usable by members of the public on relatively the same terms as members of the community, so the way that figure is derived is basically management decides what portion of the assessment is attributable to the debt, operation and maintenance of the pool and that's how they have arrived at that amount. So, the idea is that someone living outside Hemingway Point can join but the amount they're going to pay for the privilege is essentially the same.

A resident: Ok.

Ms. Angell: And you asked when did the security at the pool start, ok at our June 23rd meeting in 2021 we had a discussion about that, and then we started it on the July 4th weekend.

A resident: Ok, so 2021, perfect. Is there anything we can do to better communicate the pool process? I don't understand why it's been so hard for people to understand the process.

Ms. Padilla: So, there's a lot of different things, and I've been the one taking care of it. So, what I started to do is and people were contacting the wrong person, they were going to the HOA, so that was happening, and people were sharing codes. So, I'll give you an example, I send you a code and then you tell your daughter to download the App and you tell your wife to download the App, and they're all sharing a code. So, what happens is automatically for security purposes it shows me a kickback, so what does that show me, it says an error. So, that shows me that code was used more than once, sometimes people put in it once, and then they say, oh I put it in wrong, so that was another thing. So, what I'm doing now is that I am taking it upon myself that if I send two or more emails and I see that we're not getting anywhere I just call them, and I say, stay on the phone with me, and I'm going to walk you through this process.

A resident: Ok.

Mr. Quesada: In addition to that, so the way it started, you still have an online application which not many people still fill out, they just go directly to Mayra, and how that application is, it's as simple as filling out the fields for two household members, their name, their address, a phone number, and an original email, that was it. It would auto-generate an email, it would go to our office and it gets sent to Mayra seeing the email, and Mayra would go do her legwork and resolve it. If there's no issues or red flags that

pop up, she's able to authorize it and get it done in one business day is typically the turnaround time.

A resident: And when you do it, the App generates the code and sends it to them?

Ms. Padilla: Yes, so I go on there, and this is how they get their report too, is for example let's say you said you wanted two Apps, they would give the same email address and I would say no, and they would say, well he doesn't have an email, so then we would go back and forth on it, and I'd say listen, there's no way around this, you need an email address. So, then that creates an email and HID sends them an email.

A resident: Ok.

Ms. Padilla: HID goes in there it tells them step 1, step 2, you need to download this App, it gives you a link, you go to the thing and what happens, once you download the App, I have to go in there, I have to verify everything, and I have to approve it.

A resident: Ok.

Mr. Quesada: That's for quality control because we have a lot of people trying to cheat the system, or sometimes somebody moved out, somebody moved in, we just need to do our due diligence. (inaudible comment) In addition to the instructions that the App is sending you on your phone, auto-generated, we created a PDF step-by-step, I did that actually with Mayra's assistance, but we came up with one, and posted it on the website. So, in addition to having pool rules, having a very basic form of the instructions that I emailed to you, the District took it upon themselves to create a step-by-step with pictures and a guide on how to do it, and I think we've gotten a lot better with this over the last year or two communicating with the other property managers, anytime that anything needs to be communicated to the community on a mass scale. (inaudible comment)

A resident: Limited licenses, you guys have limited licenses?

Mr. Quesada: Yes.

Ms. Padilla: Yes, so what happens with that is let's say you set it up, and I go in there, I put in your address, and I see, you sent me the warranty deed, and I say, hey I don't see you there. (inaudible comment), and I see that two people are there, I'll look into it. (inaudible comment)

A resident: (inaudible comment)

Ms. Padilla: I mean when you close on your house you get a warranty deed, and with that I can do the process.

A resident: (inaudible comment)

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

Mr. Brick: So, if you have any problems, I posted on the Facebook page, that I would personally come to your house and install the App for you.

A resident: (inaudible comment)

Mr. Quesada: (inaudible comment) And listen, in technology, there's always going to be an occasional hiccup that we have a Comcast issue. (inaudible comment) Outside of that, this system has been really good, I think it's done a really good job of keeping people who are trying to bend the rules and limit the human presence onsite as much as possible for the budget, it's working really well. (inaudible comment) So, I think it's actually a good thing because it's keeping people who shouldn't be there, out of the pool.

Mr. Brick: So, that being said, secondhand information posted from another source on Facebook is not accurate, if you want the information, you come to us. You have a question, PM me, I'll answer anything you want to know.

Mr. Quesada: (inaudible comment)

A resident: (inaudible comment)

Ms. Padilla: Something that I have heard, and this is kind of like for me is, I've gotten a lot of calls, and people talk, oh no because they told me to harass you until you do what I say.

A resident: (inaudible comment) I can tell you that nobody would say that (inaudible comment)

Ms. Padilla: And sometimes they email me five times a day. (inaudible comment)

A resident: Each of these requests takes time, so I don't think I've ever told anybody to harass you.

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

Mr. Brick: There are plenty of people who have plenty to say behind the scenes, and that's where all of that friction is coming from.

A resident: Well, I can say that what we have said is, this is who you need to contact, email them. Now what they do after I tell them that, I have no control of that.

Mr. Brick: Of course not.

A resident: I have no control if they want to call you ten thousand times, even if you tell them, email her and she'll get to it, there's no control over it.

Mr. Quesada: And one thing I just want to say, I understand that, and you can't control it on a group chat of five homeowners, that's not your responsibility but, my point is sometimes people are expecting a quicker turnaround time, and I just want to be clear that Mayra's spending a lot of hours on this, probably more than we're budgeted for because she cares and wants to help everybody, and so just the expectation, to be clear, if somebody is not following direction and you sent them 3 emails during the business day, then we're probably going to have to get back to them on the next business day.

A resident: What is the best turnaround time, 72 hours, a week, what is it?
(inaudible comment)

Ms. Padilla: If they apply and follow instructions?

A resident: If they follow instructions, how long will it take?

Ms. Padilla: Two days.

A resident: So, 48 hours.

Ms. Padilla: Yes. (inaudible comment)

A resident: I think you should disclose at least 72 hours to give you enough time.
(inaudible comment)

Ms. Padilla: (inaudible comment)

A resident: Alright. (inaudible comment)

Mr. Brick: Also, moving forward, a lot of these complications can be avoided with cooperation with the HOA.

A resident: (inaudible comment) At the end of the day, I feel that there's a lot of tension between the CDD and the HOA, and I've had this conversation with Ben, I called him, and I said, let's work together, because there's no way we're going to be able to manage this. So, what I want to do is to be able to create open communication and see how we can best assist. Like for example, pool access, so we're communicating the right

information, and say reach out to Mayra, and it's going to take 72 hours for you to get your access. If you're having issues, you're going to have to call her but, this is a process, and it's all about that. (inaudible comment)

Mr. Quesada: Thank you.

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

Mr. Brick: So, I think some of the other problems too, are the fact that there's no clear definition between the HOA and the CDD. The HOA represents you, the CDD represents the property, and it acts in the best interest of the property, you, the HOA, act in the best interest of the homeowner and what's best for the development and its overall functionality. Our responsibility is the same thing but, it's not people-based it's, you elected these people that sit on the Board, and they make the decisions. We are more than willing to listen to your input but, it's not a requirement to act on that input, the requirement is to act in the best interest of the community as a whole in order to repay the bond and maintain the infrastructure. We want to make as many improvements as we can but, those improvements take financial resources, and the resources are not within the budget at the time because they're new endeavors.

Mr. Quesada: We do have a wish list of items that eventually the Board would like to get to.

Mr. Brick: We have a whole bunch of stuff.

Mr. Quesada: But for now, it's fixing what we have, and then slowly rebuilding that carry forward so we do have a little bit extra, that's when we can take on one or two items on that wish list.

A resident: And I think that one of the things that, and it's right what you say about, there is a misunderstanding of who owns what and what people are responsible for, and there's a miseducation in the community, and I told Ben maybe we should do a meet and greet of the Boards, so you can ask what are you responsible for, this is what the HOA is responsible for, so everybody understands. (inaudible comment)

Mr. Brick: And you see what happens there, all it does is create friction and problems moving down the line. We need to communicate with each other, and we need to try and help each other. There is no good use coming out of anybody going on Facebook and making accusations and pointing fingers, nothing gets done.

Ms. Angell: And anyone can come to the meeting and ask questions, we don't mind, and if somebody calls me up and asks me questions, I answer them, you called me, I answered you, so we want to help the community, that's what we're there for, that's why you voted us in was to help.

A resident: Ok.

Mr. Quesada: Thank you for coming to the meeting, I appreciate it.

Ms. Berbrick: Thank you.

Mr. Quesada: (inaudible comment)

A resident: We have to remove this friction because it's just creating more problems for no reason, and instead of us understanding and helping each other out. (inaudible comment)

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

Mr. Quesada: And we'll be happy to just so you know, at least once a year, I think we should have as a general practice, usually around budget season, when we're doing our proposed budget like we did, we had it at the Silver Palms clubhouse, so that's the idea, that at least once a year we'll try to make it so that everybody comes. Again, these are public meetings, anybody can attend, we will play with the schedule, and as long as the Board is comfortable with that, at least on a once a year basis to make it maybe like an evening meeting, and make it like a town hall style.

Mr. Winkeljohn: Ben, can I add something?

Mr. Quesada: Sure.

Mr. Winkeljohn: We usually have a line item on the agenda for the homeowner association to give a report, and if they have a written report or anything, a week in advance we'll put it in the packet and make it part of the record. That also gives us the opportunity, if we have questions to try to deal with that and figure out what we can do best, and that week before the meeting is very helpful. If you can't and you show up at the meeting and you have something that's great but, we'd love to have you literally on the agenda.

A resident: Yes, absolutely that sounds great, so we have a new property manager, Vanessa.

Mr. Quesada: And she's just got added to those emails.

A resident: Ok. (inaudible comment)

Mr. Quesada: Again, like Paul said, typically leading up to a week before the meeting when we call for the final agenda items, she will be contacted by email, and any items that she would like to be brought up for the Board from the HOA's perspective, it will be included in the agenda and it will us the time to read up on it and ask questions.

A resident: Ok.

Mr. Quesada: Are there any other questions from the audience?

A resident: Yes, I want to thank you guys, this was a really productive meeting, it was very educational, I want to thank Randy, thank you for serving on the Board, I look for to Russ announcing your position or your vacancy. (inaudible comment) Thank you for addressing the email I sent you guys.

Mr. Quesada: Thank you. Before we adjourn, there are organizational matters, Randy sent us a letter of resignation, it is in your agenda on page 3, right before the minutes. So, we have a letter from Randy and I'll read it into the record, to whom it my concern I, Randy Berbrick hereby resign my position on the Hemingway Point CDD Board as of August 23, 2023. It was my pleasure to serve my community, and with all of my fellow members, Randy Berbrick. So, with that being said, we would need a motion to accept Randy's resignation.

On MOTION by Ms. Angell seconded by Mr. Brick with all in favor, accepting the resignation letter from Ms. Randy Berbrick was approved.

EIGHTH ORDER OF BUSINESS

Adjournment

Mr. Quesada: If there is nothing else, we need a motion to adjourn the meeting.

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

Secretary /Assistant Secretary

Chairman / Vice Chairman

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEMINGWAY POINT COMMUNITY DEVELOPMENT DISTRICT ESTABLISHING AN ELECTRONIC SIGNATURE POLICY, PROVIDING DISTRICT MANAGER WITH AUTHORITY AND RESPONSIBILITY FOR APPROVAL OF ELECTRONIC SIGNATURES AND IMPLEMENTATION OF CONTROL PROCESSES AND PROCEDURES TO ENSURE COMPLIANCE, INTEGRITY, AND SECURITY, IN ACCORDANCE WITH CHAPTER 688, FLORIDA STATUTES; AND PROVIDING FOR SEVERABILITY AND EFFECTIVE DATE.

WHEREAS, the Hemingway Point Community Development District (the “District”), is a local unit of special-purpose government established and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”); and

WHEREAS, the Board of Supervisors of the District (the “Board”) regularly directs the District Manager of the District to execute and accept certain documents on behalf of the District and it is customary for certain documents to be transmitted via electronic means endorsed with electronic signatures; and

WHEREAS, consistent with Chapter 688, Florida Statutes, the District is responsible for adopting and implementing control processes and procedures to ensure adequate integrity, security, confidentiality, and auditability of business transactions conducted using electronic commerce; and

WHEREAS, the District Board of Supervisors finds that it is in the best interest of the District to enact a policy pertaining to the use and receipt of electronic signatures.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEMINGWAY POINT COMMUNITY DEVELOPMENT DISTRICT, AS FOLLOWS:

Section 1. The foregoing recitals are hereby incorporated as findings of fact of the Board.

Section 2. The Board hereby establishes and adopts the “Electronic Signature Policy,” as follows:

ELECTRONIC SIGNATURE POLICY

PURPOSE: The purpose of this policy is to establish and identify the criteria and requirements for the use and validation of electronic signatures on documents on behalf of and for District business in accordance with Chapter 688, Florida Statutes, “Electronic Signature Act”.

DEFINITIONS:

Electronic means technology having electrical, digital, magnetic, wireless, optical, electromagnetic or similar capabilities.

Electronic record means a record created, generated, sent, communicated, received, or stored by electronic means.

Electronic signature means any letters, characters, or symbols, manifested by electronic or similar means, or logically associated with a record and that is executed or adopted with the intent to sign the record.

Electronic transaction means a transaction that is conducted or performed, in whole or in part, by electronic means or electronic records.

Record means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and that is retrievable in perceivable form.

POLICY: This policy applies to any Electronic transaction that is a replacement for or complement to handwritten signatures on any record of or for the District, including, but not limited to, contracts, agreements, official minutes, bids, proposals and resolutions. Any Electronic record or Electronic signature may not be denied legal effect or enforceability solely because the record or signature is in electronic form. This policy does not limit the District’s right or option to require original signatures or Records in a non-electronic format as the District deems necessary or as required by applicable policies, laws or regulations.

PROCEDURE: When a document containing an Electronic signature is signed, transmitted and received the following requirements must be met:

1. The Electronic signature must establish sender/user authenticity. The electronic signing of a document by an individual must be accompanied by documentation that shows that the signer is the individual signing the document and the individual that has the authority to bind the entity entering into an agreement or contract with the District.

2. If a document has been modified or changed, the prior Electronic signature is invalid and said document requires another Electronic signature or shall be signed by hand. This is to prevent any issue that a document has been changed after it is signed.

3. The District Manager, or his or her designee, has the authority and responsibility for approval of any Electronic signature method utilized and shall be responsible for the

implementation of control processes and procedures to ensure adequate integrity, security, confidentiality, and auditability of District business transactions conducted using electronic methods.

4. The Electronic signature shall include the entire name of the individual and shall be located on or near the signature block on the document being electronically signed.

5. The date of the Electronic signature must be captured, stored, and available for retrieval for the required retention period of the document executed.

6. The Electronic record must be transmitted to all parties in a format acceptable to the District Manager, or his or her designee.

Section 3. The District Manager is hereby directed to take all actions necessary and consistent with the intent of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith are repealed to the extent of such conflict.

Section 5. If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional, illegal or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. The Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 202_.

**HEMINGWAY POINT COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary / Assistant Secretary

Print Name: _____
Chairman/Vice Chairman

RESOLUTION 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HEMINGWAY POINT COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; DETERMINING THE ELECTRONIC RECORD TO BE THE OFFICIAL RECORD; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, Section 257.36(5), *Florida Statutes*, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer (“Records Management Liaison Officer”); and

WHEREAS, the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

WHEREAS, the District desires to authorize the District’s records custodian to appoint a Records Management Liaison Officer, which may or may not be the District’s records custodian; and

WHEREAS, the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution a records retention policy (the “Records Retention Policy”) for immediate use and application.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HEMINGWAY POINT COMMUNITY DEVELOPMENT DISTRICT, THAT:

SECTION 1. The District hereby authorizes the District’s records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District’s records

custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

SECTION 2. The duties of the Records Management Liaison Officer shall include the following:

- A.** Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida;
- B.** Coordinate the District's records inventory;
- C.** Maintain records retention and disposition forms;
- D.** Coordinate District records management training;
- E.** Develop records management procedures consistent with the Records Retention Policy, as amended as provided herein;
- F.** Participate in the development of the District's development of electronic record keeping systems;
- G.** Submit annual compliance statements;
- H.** Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
- I.** Such other duties as may be assigned by the Board or the District's records custodian in the future.

SECTION 3. The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), *Florida Statutes*, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, *Florida Statutes*, and the General Records Schedules established by the Division. However, the District will retain certain records longer than required by the General Records Schedules established by the Division as set forth in Exhibit A. To the extent the above statute, rules or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment shall not reduce the retention times set forth in Exhibit A. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

SECTION 4. In accordance with Section 668.50, Florida Statutes, and Section 119.01, Florida Statutes, the Board finds that the electronic record shall be considered the official record and any paper originals are hereby duplicates which may be disposed of unless required to be preserved by any applicable statute, rule or ordinance.

SECTION 5. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon its passage; shall replace, supplant, and supersede any prior policy or resolution of the District regarding records retention; and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED at a meeting of the District Board of Supervisors, this ____ day of _____, 202_.

ATTEST:

**HEMINGWAY POINT COMMUNITY
DEVELOPMENT DISTRICT**

Print name: _____

Print name: _____

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amendments to General Records Schedules Established by the Division

Exhibit A

Amendments to General Records Schedules established by the Division

ADVERTISEMENTS: LEGAL (Item #25)

The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to proceedings under uniform method of collection of debt assessments permanently. The District shall retain mailed and published legal advertisements, and corresponding affidavits, relating to the levy of assessments securing bonds for five (5) fiscal years provided applicable audits have been released, or until three (3) calendar years after related bonds are redeemed, whichever is later.

AUDITS: INDEPENDENT (Item #56)

The District shall retain the record copy of independent audits for ten (10) fiscal years or until three (3) calendar years after all related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: DETAIL (Item #340)

The District shall retain the record copy of disbursement records relating to the use of bonds for five (5) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

DISBURSEMENT RECORDS: SUMMARY (Item #341)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after related bonds are redeemed, whichever is later.

FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (Item #107)

The District shall retain the record copy of disbursement records relating to the use of bonds for ten (10) fiscal years provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

INCIDENT REPORT FILES (Item #241)

The District shall retain incident reports for five (5) anniversary years from the date of the incident.

MINUTES: OFFICIAL MEETINGS (PRELIMINARY/AUDIO RECORDINGS/VIDEO RECORDINGS (Item #4)

The District shall retain audio recordings of board of supervisor meetings for five (5) calendar years after adoption of the official minutes.

PROJECT FILES: CAPITAL IMPROVEMENT (Item #136)

The District shall retain the record copy of project files for projects funded with bonds for ten (10) fiscal years after completion of the project provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later.

REAL PROPERTY RECORDS: CONDEMNATION/DEMOLITION (Item #364)

The District shall retain the record copy of project files for condemnation/demolition projects funded with bonds for five (5) anniversary years after final action or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.

REAL PROPERTY RECORDS: PROPERTY ACQUIRED (Item #172)

The District shall retain the record copy of documents related to property acquisitions funded with bonds for three (3) fiscal years after final disposition of the property provided applicable audits have been released or until three (3) calendar years after all related bonds are redeemed, whichever is later. The record copy of deeds and easements shall be kept permanently.



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

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

October 6, 2023

Board of Supervisors
Hemingway Point Community Development District
5385 N. Nob Hill Road
Sunrise, FL 33351

We are pleased to confirm our understanding of the services we are to provide Hemingway Point Community Development District, Miami-Dade County, Florida ("the District") for the fiscal year ended September 30, 2023. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Hemingway Point Community Development District as of and for the fiscal year ended September 30, 2023. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2023 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

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

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

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

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

Audit Objectives

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

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

Examination Objective

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

Other Services

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

Management Responsibilities

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

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

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

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

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

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

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Control

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

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

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

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: GMS-SF LLC - 5385 N Nob Hill Road Sunrise, FL 33351 - TELEPHONE: 954-721-8681 - RECORDREQUEST@GMSFL.COM

Our fee for these services will not exceed \$4,800 for the September 30, 2023 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued. This agreement is automatically renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

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

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

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

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

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2023 peer review report accompanies this letter.

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

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Hemingway Point Community Development District.

By: _____

Title: _____

Date: _____



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



Peer Review
Program

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

March 17, 2023

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

Dear Antonio Grau:

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

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

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

From: Juan R. Alvarez <Juan.Alvarez@AlvarezEng.com>

Sent: Monday, August 28, 2023 7:59 AM

To: Ben Quesada <BQuesada@gmssf.com>; Paul Winkeljohn <pwinkeljohn@gmssf.com>

Subject: FW: Hemingway Subdivision Drainage Inspection by the County

Good morning, Ben and Paul,

I am forwarding the email received from Miami-Dade County describing the result of their inspection of the drainage system. As you may see in the email below and the pictures they sent, they only clean the structures when the accumulated debris begins to enter the pipe.

This indicates that the County maintains the systems on a reactive manner, instead of preventive, and react when there is an actual flooding complaint. Based on this, I think that if the CDD would like to do preventive maintenance, it would have to do it itself.



Juan R. Alvarez, P.E.

(305) 640-1345

Juan.Alvarez@alvarezeng.com

From: Hernandez, Alexander (RER) <Alexander.Hernandez2@miamidade.gov>

Sent: Friday, August 25, 2023 12:38 PM

To: Juan R. Alvarez <Juan.Alvarez@AlvarezEng.com>; Jiron, Ana (RER) <Ana.Jiron@miamidade.gov>; White, Randall (RER) <Randall.White@miamidade.gov>; Nores, Julio (RER) <Julio.Nores@miamidade.gov>

Subject: Hemingway Subdivision Inspection .

Good afternoon, Mr. Alvarez

By your original request and our last phone call conversation, I am sending to you the pictures of the structures inspected, one specific you send me the address and another's 5 inspected around that address.

In each picture taken inside all structures inspected, you can see all the lateral pipe clean and, in this time, don't needed any kind a maintenance because the later pipes don't show any accumulation of debris inside the pipes.

I hope these pictures and our phone conversations help you to clarify when we report structures for maintenance.

Alex Hernandez

Sent via the Samsung Galaxy S20 FE 5G, an AT&T 5G smartphone
Get [Outlook for Android](#)

25330 SW 119 Ave

08/15/2023 11:21 AM



NW 253th
SW 119th AV

08/15/2023 11:25 AM



SW 253th
SW 119th

08/15/2023 11:26 AM



08/15/2023 11:27 AM



08/15/2023 11:28 AM



08/15/2023 11:29 AM



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11850



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08/15/2023 11:39 AM

SW 118 PL

STOP

STOP

08/15/2023 11:39 AM



08/15/2023 11:40 AM



08/15/2023 11:40 AM



Hemingway Point CDD

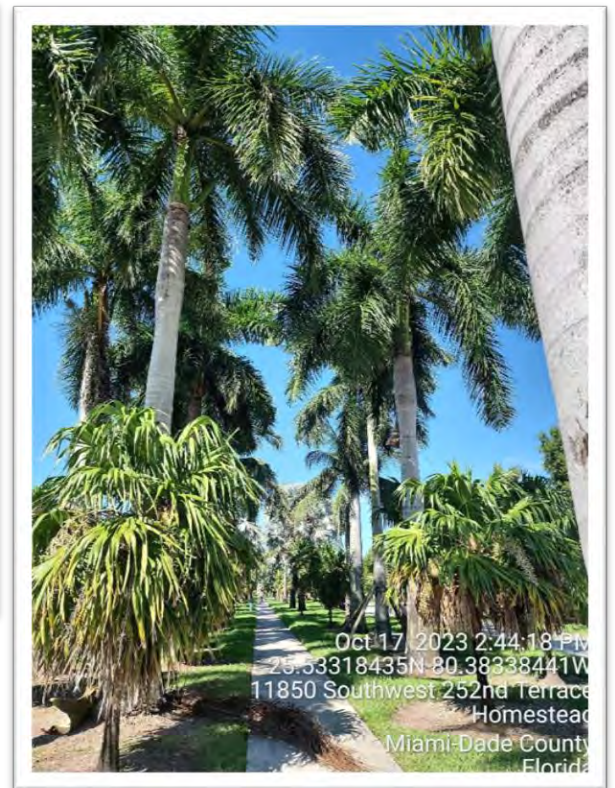
FIELD REPORT



October 25, 2023

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

LANDSCAPING



- Landscaping was maintained by Nicoya Landscaping.
- Estimate to have Queen palms pruned a second time will be presented at the meeting. (\$1,730). They were pruned once prior to Hurricane Season.

Governmental Management Services-South Florida, LLC

5385 N. Nob Hill Road Sunrise, FL 33351

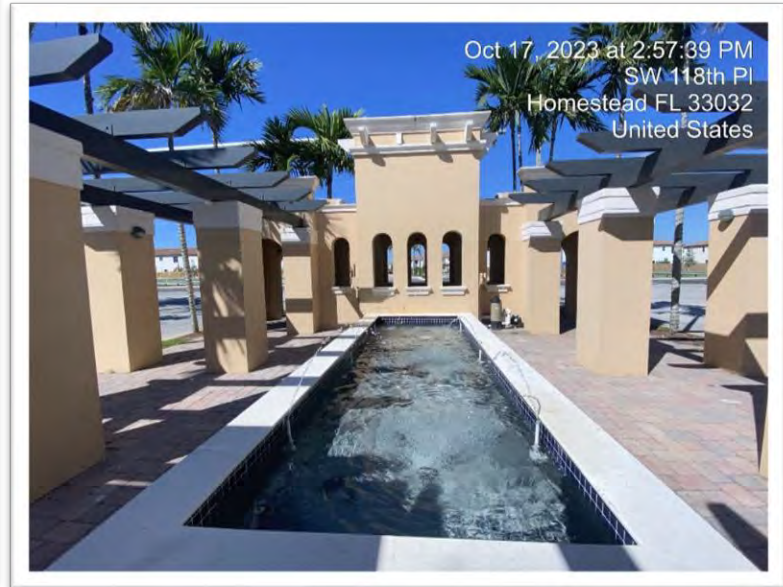
PLAYGROUND

- 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.

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

BEFORE



AFTER



- First In Property Solutions Pressure Cleaned the Roof for the pool and mailbox areas.

Governmental Management Services-South Florida, LLC

5385 N. Nob Hill Road Sunrise, FL 33351

MISCELLANEOUS



- Christmas lights were installed by CDI.

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

ESTIMATE

Nicoya Landscaping Inc
16051 SW 281 ST
Homestead, FL 33033

nicoyalandscaping@gmail.com
+1 (305) 967-1103



Hemingway Point CDD

Bill to

Hemingway Point CDD
5385 N Nob Hill Road
Sunrise, FL 33351
United States

Estimate details

Estimate no.: 1176
Estimate date: 09/27/2023

	Product or service	Amount
1.	Queen Palm Services Scope of Work: <ul style="list-style-type: none">• Trim 37 Queen Palms.• Remove Dead Palms Fronds.• Remove Palm Seeds.• Complete Clean up.• Take debris away.	37 units × \$40.00 \$1,480.00
2.	Waste Managements Charge	2 units × \$125.00 \$250.00
	Total	\$1,730.00



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Hemingway Point Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Risk management services including on-site loss control, property schedule verification and contract reviews
- Complimentary Property Appraisals
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

Hemingway Point Community Development District
c/o Governmental Management Services - South Florida 5385 N Nob Hill Road
Sunrise, FL 33351

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123159

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$372,200
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	Not Included

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:		
	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery	\$2,500	Included
TRIA		Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM \$6,554

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

<u>Description</u>	<u>Limit</u>	<u>Deductible</u>
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning. See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Collision Coverage	N/A	Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto See item Four for Hired or Borrowed Autos.	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

Hemingway Point Community Development District
c/o Governmental Management Services - South Florida 5385 N Nob Hill Road
Sunrise, FL 33351

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123159

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$6,554
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,973
Public Officials and Employment Practices Liability	\$3,154
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$13,681

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance (“FIA”) for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2023, and if accepted by the FIA’s duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys’ fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Hemingway Point Community Development District

(Name of Local Governmental Entity)

By: _____
Signature

Print Name

Witness By: _____
Signature

Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2023

By: _____
Administrator



PROPERTY VALUATION AUTHORIZATION

Hemingway Point Community Development District
c/o Governmental Management Services - South Florida 5385 N Nob Hill Road
Sunrise, FL 33351

QUOTATIONS TERMS & CONDITIONS

- 1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- Building and Content TIV \$372,200 As per schedule attached
Inland Marine Not Included
Auto Physical Damage Not Included

Signature: _____ Date: _____

Name: _____

Title: _____



Hemingway Point Community Development District

Policy No.: 100123159
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch		Roof Covering		Covering Replaced	Roof Yr Blt
1	Clubhouse		2017	10/01/2023	\$340,000		\$372,200
	11850 SW 252 Terr Miami FL 33032		Joisted masonry	10/01/2024	\$32,200		
	Complex		Clay / concrete tiles				
Total:			Building Value	Contents Value	Insured Value		
			\$340,000	\$32,200	\$372,200		

Sign: _____

Print Name: _____

Date: _____

Hemingway Point
COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2023
Check Register

<i>Date</i>	<i>check #'s</i>	<i>Amount</i>
8/1-8/31	1292-1300	\$9,715.51
9/1-9/30	1301-1311	\$12,826.99
TOTAL		\$22,542.50

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/11/23	00028	7/27/23 218450	202307 320-53800-46500	SMALL FOUNTAIN PUMP	*	528.90	
				FLORIDA'S BRIGHT & BLUE POOLS			528.90 001292
8/11/23	00001	8/01/23 172	202308 310-51300-34000	AUG 23 - MGMT FEES	*	3,090.00	
		8/01/23 172	202308 310-51300-35100	AUG 23 - COMPUTER TIME	*	20.83	
		8/01/23 172	202308 310-51300-31300	AUG 23 - DISSEMINATION	*	208.33	
		8/01/23 172	202308 310-51300-49500	AUG 23 - WEBSITE ADMIN	*	83.33	
		8/01/23 172	202308 310-51300-42000	AUG 23 - POSTAGE	*	7.26	
		8/01/23 172	202308 310-51300-42500	AUG 23 - COPIES	*	12.90	
		8/01/23 173	202308 320-53800-34000	AUG 23 - FIELD SERVICES	*	1,000.00	
				GMS-SF, LLC			4,422.65 001293
8/11/23	00073	7/26/23 07262023	202307 320-53800-46300	RMV MILDEW POOL DECK/MAIL	*	75.00	
				CARMEN HERNANDEZ			75.00 001294
8/11/23	00050	8/02/23 08022023	202307 320-53800-46300	6/5-7/30 JANITORIAL	*	1,200.00	
				ADRIAN SUAREZ MARTINEZ			1,200.00 001295
8/11/23	00040	8/01/23 1913	202308 320-53800-46200	AUG 23 - LANDSCAPE MAINT	*	1,600.00	
				NICOYA LAWNSCAPING, INC.			1,600.00 001296
8/24/23	00006	7/31/23 182489	202307 310-51300-31500	JUL 23 - GENERAL COUNSEL	*	500.00	
				BILLING COCHRAN LYLES MAURO &			500.00 001297
8/24/23	00038	8/08/23 6438503	202308 320-53800-41000	AUG 23 - INTERNET	*	195.12	
				COMCAST			195.12 001298
8/24/23	00010	8/11/23 04890-39	202307 320-53800-43000	11850 SW 252ND TER#CLBHSE	*	551.38	
		8/11/23 16670-96	202307 320-53800-43000	11880 SW 248TH ST#GRDHSE	*	122.46	
				FPL			673.84 001299

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
8/24/23	00028	9/01/23 218524	202309 320-53800-46500	FLORIDA'S BRIGHT & BLUE POOLS	*	520.00	520.00 001300
						TOTAL FOR BANK A	9,715.51
						TOTAL FOR REGISTER	9,715.51

HEMP HEMINGWAY PT PPOWERS

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/08/23	00001	9/01/23	174	202309	310	51300	34000			*	3,090.00		
			SEP 23						MGMT FEES				
9/01/23		174		202309	310	51300	35100			*	20.83		
			SEP 23						COMPUTER TIME				
9/01/23		174		202309	310	51300	31300			*	208.33		
			SEP 23						DISSEMINATION				
9/01/23		174		202309	310	51300	49500			*	83.33		
			SEP 23						WEBSITE ADMIN				
9/01/23		174		202309	310	51300	42000			*	8.19		
			SEP 23						POSTAGE				
9/01/23		174		202309	310	51300	42500			*	21.90		
			SEP 23						COPIES				
9/01/23		175		202309	320	53800	34000			*	1,000.00		
			SEP 23						FIELD SERVICES				
									GMS-SF, LLC			4,432.58	001301
9/08/23	00024	8/29/23	21322812	202308	320	53800	43100			*	705.91		
			11850 SW 252ND TER										
									MIAMI-DADE WATER & SEWER DEPARTMENT			705.91	001302
9/08/23	00040	9/01/23	1941	202309	320	53800	46200			*	1,600.00		
			SEP 23						LANDSCAPE MAINT				
									NICOYA LAWNSCAPING, INC.			1,600.00	001303
9/20/23	00023	9/05/23	682307-0	202309	310	51300	48000			*	94.75		
									NOTICE OF MEETING DATES				
									ALM MEDIA, LLC			94.75	001304
9/20/23	00064	7/06/23	7257	202307	310	51300	31100			*	1,220.55		
									2023 YEARLY ENG REPORT				
9/07/23		7407		202308	310	51300	31100			*	420.00		
									SVCS THRU 7/1-9/1/23				
									ALVAREZ ENGINEERS, INC.			1,640.55	001305
9/20/23	00006	8/31/23	182916	202308	310	51300	31500			*	1,347.50		
									AUG 23 - GENERAL COUNSEL				
									BILLING COCHRAN LYLES MAURO &			1,347.50	001306
9/20/23	00038	9/08/23	6438503	202309	320	53800	41000			*	195.12		
									SEP 23 - INTERNET				
									COMCAST			195.12	001307
9/20/23	00010	9/12/23	04890-39	202308	320	53800	43000			*	574.46		
									11850 SW 252ND TER#CLBHSE				
9/12/23		16670-96		202308	320	53800	43000			*	105.20		
									11880 SW 248TH ST#GRDHSE				
									FPL			679.66	001308
									HEMP HEMINGWAY PT PPOWERS				

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #	
9/20/23	00028	8/29/23	218550	202308 320-53800-46500	CART FILTER REPLACE FLORIDA'S BRIGHT & BLUE POOLS	*	1,480.92	1,480.92	001309	
9/20/23	00073	9/08/23	09082023	202309 320-53800-46300	RMV MILDEW POOL DECK/MAIL CARMEN HERNANDEZ	*	50.00	50.00	001310	
9/20/23	00050	9/08/23	09082023	202308 320-53800-46300	7/31-8/13 JANITORIAL	*	300.00			
		9/08/23	09082023	202308 320-53800-46300	8/14-8/27 JANITORIAL ADRIAN SUAREZ MARTINEZ	*	300.00	600.00	001311	
TOTAL FOR BANK A								12,826.99		
TOTAL FOR REGISTER								12,826.99		

Hemingway Point
Community Development District

Unaudited Financial Reporting
September 30, 2023



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4	<u>Debt Service Fund Series 2014</u>
4	<u>Capital Project Fund Series 2013</u>
4	<u>Capital Project Fund Series 2014</u>
5-6	<u>Month to Month</u>
7	<u>Long Term Debt Report</u>
8	<u>Assessment Receipt Schedule</u>

Hemingway Point
Community Development District
Combined Balance Sheet
September 30, 2023

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Project Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash:				
Operating Account	\$ 64,772	\$ -	\$ -	\$ 64,772
Investments:				
Series 2013				
Reserve	-	82,950	-	82,950
Interest	-	(0)	-	(0)
Revenue	-	175,873	-	175,873
Sinking	-	8	-	8
Construction	-	-	375	375
Series 2014				
Reserve	-	85,013	-	85,013
Interest	-	29	-	29
Revenue	-	150,817	-	150,817
Sinking	-	(0)	-	(0)
Construction	-	-	13	13
Prepaid Expenses	-	-	-	-
Deposits	-	-	-	-
Total Assets	\$ 64,772	\$ 494,689	\$ 387	\$ 559,848
Liabilities:				
Accounts Payable	\$ 2,010	\$ -	\$ -	\$ 2,010
Due to Debt Service	-	-	-	-
Total Liabilities	\$ 2,010	\$ -	\$ -	\$ 2,010
Fund Balance:				
Nonspendable:				
Restricted for:				
Debt Service - Series	\$ -	\$ 494,689	\$ -	\$ 494,689
Capital Project - Series	-	-	387	387
Unassigned	62,762	-	-	62,762
Total Fund Balances	\$ 62,762	\$ 494,689	\$ 387	\$ 557,838
Total Liabilities & Fund Balance	\$ 64,772	\$ 494,689	\$ 387	\$ 559,848

Hemingway Point
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2023

	Adopted Budget	Prorated Budget Thru 09/30/23	Actual Thru 09/30/23	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 223,250	\$ 223,250	\$ 223,883	\$ 633
Interest Income	-	-	207	207
Total Revenues	\$ 223,250	\$ 223,250	\$ 224,090	\$ 840
Expenditures:				
<i>General & Administrative:</i>				
Supervisor Fees	\$ 10,000	\$ 5,000	\$ 5,200	\$ (200)
PR-FICA	334	383	398	(15)
Engineering	2,500	2,500	2,659	(159)
Attorney	15,000	15,000	11,333	3,668
Annual Audit	4,600	4,600	4,600	-
Assessment Administration	1,000	1,000	1,000	-
Dissemination Agent	2,500	2,500	2,500	0
Trustee Fees	8,000	8,000	8,000	-
Management Fees	37,080	37,080	37,080	-
Property Taxes	-	-	-	-
Information Technology	250	250	250	0
Website Maintenance	1,000	1,000	1,220	(220)
Telephone	50	50	-	50
Postage & Delivery	1,250	1,250	315	935
Insurance General Liability	7,686	7,686	6,886	800
Printing & Binding	750	750	379	371
Legal Advertising	1,000	1,000	670	330
Other Current Charges	850	850	8,260	(7,410)
Office Supplies	200	200	32	168
Dues, Licenses & Subscriptions	175	175	175	-
Total General & Administrative	\$ 94,225	\$ 89,274	\$ 90,955	\$ (1,682)

Hemingway Point
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2023

	Adopted Budget	Prorated Budget Thru 09/30/23	Actual Thru 09/30/23	Variance
<i>Operations & Maintenance</i>				
Maintenance Expenditures				
Field Management	\$ 12,000	\$ 12,000	\$ 12,000	\$ -
Security/Pool Attendant	30,000	30,000	15,415	14,585
Phone/Internet	1,800	1,800	2,177	(377)
Electric	6,000	6,000	7,061	(1,061)
Water	4,500	4,500	5,255	(755)
Property Insurance	4,580	4,580	4,198	382
Repairs & Maintenance	22,500	22,500	9,594	12,906
Landscape Maintenance	22,500	22,500	19,200	3,300
Tree Trimming	7,500	7,500	5,400	2,100
Janitorial Service & Supplies	5,000	5,000	6,190	(1,190)
Pool Maintenance	7,200	7,200	10,264	(3,064)
Operating Supplies	4,500	4,500	225	4,275
Pressure Washing	4,000	4,000	375	3,625
Landscape Lighting & Replacement	5,000	5,000	-	5,000
Pest Control	-	-	655	(655)
Pool Permits	-	-	250	(250)
Contingencies	22,028	22,028	11,834	10,194
Subtotal Field Expenditures	\$ 159,108	\$ 159,108	\$ 110,094	\$ 49,014
Total Operations & Maintenance	\$ 159,108	\$ 159,108	\$ 110,094	\$ 49,014
Total Expenditures	\$ 253,333	\$ 248,382	\$ 201,049	\$ 47,333
Excess (Deficiency) of Revenues over Expenditures	\$ (30,083)	\$ (25,132)	\$ 23,041	\$ 48,173
<i>Other Financing Sources/(Uses):</i>				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (30,083)	\$ (25,132)	\$ 23,041	\$ 48,173
Fund Balance - Beginning	\$ 32,289		\$ 39,721	
Fund Balance - Ending	\$ 2,206		\$ 62,762	

Hemingway Point
Community Development District
Debt Service Fund Series 2013
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2023

	Adopted	Prorated Budget	Actual	
	Budget	Thru 09/30/23	Thru 09/30/23	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 165,900	\$ 165,900	\$ 166,339	\$ 439
Interest Income	-	-	10,921	10,921
Total Revenues	\$ 165,900	\$ 165,900	\$ 177,261	\$ 11,361
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	\$ 14,004	\$ 11,361
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 2,644	\$ 2,644	\$ 14,004	\$ 11,361
Fund Balance - Beginning	\$ 161,524		\$ 244,826	
Fund Balance - Ending	\$ 164,168		\$ 258,831	

Hemingway Point
Community Development District
Debt Service Fund Series 2014
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2023

	Adopted Budget	Prorated Budget Thru 09/30/23	Actual Thru 09/30/23	Variance
Revenues:				
Special Assessments - Tax Roll	\$ 170,480	\$ 170,480	\$ 170,997	\$ 517
Interest Income	-	-	9,911	9,911
Total Revenues	\$ 170,480	\$ 170,480	\$ 180,908	\$ 10,428
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	\$ 11,698	\$ 10,428
Other Financing Sources/(Uses):				
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 1,271	\$ 1,271	\$ 11,698	\$ 10,428
Fund Balance - Beginning	\$ 135,125		\$ 224,160	
Fund Balance - Ending	\$ 136,395		\$ 235,858	

Hemingway Point
Community Development District
Capital Projects Fund Series 2013
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2023

	Adopted Budget	Prorated Budget Thru 09/30/23	Actual Thru 09/30/23	Variance
Revenues				
Interest Income	\$ -	\$ -	\$ 15	\$ 15
Total Revenues	\$ -	\$ -	\$ 15	\$ 15
Expenditures:				
Capital Outlay	\$ -	\$ -	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 15	\$ 15
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	-	-
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -	\$ -	\$ 15	
Fund Balance - Beginning	\$ -	\$ -	\$ 360	
Fund Balance - Ending	\$ -	\$ -	\$ 375	

Hemingway Point
Community Development District
Capital Projects Fund Series 2014
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2023

	Adopted Budget	Prorated Budget Thru 09/30/23	Actual Thru 09/30/23	Variance
Revenues				
Interest Income	\$ -	\$ -	\$ 1	\$ 1
Total Revenues	\$ -	\$ -	\$ 1	\$ 1
Expenditures:				
Capital Outlay	\$ -	\$ -	-	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 1	\$ 1
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	-	\$ -
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -	\$ -	\$ 1	
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	-	-	-	-	-	-	-	-	-	38	162	207
Total Revenues	\$ 7	\$ 6,958	\$ 205,958	\$ 1,406	\$ 3,674	\$ 1,435	\$ 2,174	\$ 763	\$ 1,515	\$ -	\$ 38	\$ 162	\$ 224,090
Expenditures:													
General & Administrative:													
Supervisor Fees	\$ -	\$ 800	\$ -	\$ 800	\$ -	\$ -	\$ 1,000	\$ 1,000	\$ -	\$ 800	\$ 800	\$ -	\$ 5,200
PR-FICA	-	61	-	61	-	-	77	77	-	61	61	-	398
Engineering	-	-	-	-	-	-	-	-	1,018	1,221	420	-	2,659
Attorney	1,513	500	500	1,983	783	1,568	798	500	843	500	1,348	500	11,333
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	208	208	2,500
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	3,090	3,090	37,080
Property Taxes	-	-	-	-	-	-	-	-	-	-	-	-	-
Information Technology	21	21	21	21	21	21	21	21	21	21	21	21	250
Website Maintenance	303	83	83	83	83	83	83	83	83	83	83	83	1,220
Telephone	-	-	-	-	-	-	-	-	-	-	-	-	-
Postage & Delivery	10	7	6	44	57	(86)	6	8	241	8	7	8	315
Insurance General Liability	6,886	-	-	-	-	-	-	-	-	-	-	-	6,886
Printing & Binding	25	21	26	2	47	11	5	88	60	59	13	22	379
Legal Advertising	-	-	-	-	-	70	70	-	435	-	-	95	670
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	\$ 6,051	\$ 6,051	\$ 4,027	\$ 90,955

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	\$ 1,000	\$ 1,000	\$ 12,000
Security/Pool Attendant	2,179	1,520	1,280	2,560	1,280	1,280	1,520	1,751	1,315	-	730	-	15,415
Phone/Internet	190	190	200	204	194	204	194	204	-	205	195	195	2,177
Electric	445	602	639	635	668	726	1,329	663	-	674	680	-	7,061
Water	-	2,595	-	-	-	653	194	-	1,107	-	706	-	5,255
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	1,600	1,600	19,200
Tree Trimming	-	-	-	-	-	-	5,400	-	-	-	-	-	5,400
Janitorial Service & Supplies	650	350	444	300	434	300	300	375	608	1,275	600	555	6,190
Pool Maintenance	520	520	1,913	520	1,141	520	520	520	520	1,049	2,001	520	10,264
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	\$ 8,606	\$ 7,892	\$ 6,284	\$ 14,626	\$ 8,779	\$ 11,522	\$ 5,803	\$ 7,512	\$ 3,870	\$ 110,094
Total Operations & Maintenance	\$ 15,679	\$ 8,573	\$ 10,948	\$ 8,606	\$ 7,892	\$ 6,284	\$ 14,626	\$ 8,779	\$ 11,522	\$ 5,803	\$ 7,512	\$ 3,870	\$ 110,094
Total Expenditures	\$ 33,424	\$ 13,385	\$ 24,052	\$ 18,498	\$ 12,181	\$ 14,749	\$ 19,984	\$ 13,914	\$ 17,546	\$ 11,854	\$ 13,563	\$ 7,897	\$ 201,049
Excess (Deficiency) of Revenues over Expenditures	\$ (33,417)	\$ (6,427)	\$ 181,905	\$ (17,092)	\$ (8,507)	\$ (13,314)	\$ (17,810)	\$ (13,150)	\$ (16,032)	\$ (11,854)	\$ (13,525)	\$ (7,735)	\$ 23,041
Other Financing Sources/Uses:													
Transfer In/(Out)													\$ -
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ (33,417)	\$ (6,427)	\$ 181,905	\$ (17,092)	\$ (8,507)	\$ (13,314)	\$ (17,810)	\$ (13,150)	\$ (16,032)	\$ (11,854)	\$ (13,525)	\$ (7,735)	\$ 23,041

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	82,950	
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	85,013	
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
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