

**HAMMOCK BAY  
COMMUNITY DEVELOPMENT DISTRICT**

**APRIL 27, 2023**

**AGENDA PACKAGE**

# Hammock Bay Community Development District

Agenda Page #2

## Board of Supervisors

Tim Edwards, Chairman  
Robert Sullivan, Vice Chairman  
Mark Lane, Assistant Secretary  
Mary Barnes, Assistant Secretary  
David Underwood, Assistant Secretary

Bob Koncar, District Manager  
Tucker Mackie, Esq. District Counsel  
Rick Welch, District Engineer

## Regular Meeting Agenda

Thursday, April 27, 2023 – 1:00 p.m.

Audience Participation

Call In Number: 1-646-838-1601 Access Code: 730693086#

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### 1. CALL TO ORDER/ROLL CALL

### 2. PUBLIC COMMENT ON AGENDA ITEMS

### 3. ORGANIZATIONAL MATTERS

- A. Oath of Office of Newly Appointed Supervisors – Seat 4 Ms. Mary Barnes and Seat 5 Mr. David Underwood

### 4. BUSINESS ITEMS

- A. Discussion of Proposed Budget for FY 2024
  - i. Consideration of Resolution 2023-3 Approving the Budget and Setting the Public Hearing

### 5. CONSENT AGENDA

- A. Consideration of Minutes of the February 23, 2023 Minutes
- B. Consideration of Operation and Maintenance Expenditures December 2022

### 6. VENDOR/STAFF REPORTS

- A. District Counsel
- B. District Engineer
- C. District Manager

### 7. BOARD OF SUPERVISORS REQUESTS AND COMMENTS

- A. Discussion of Established Policy/Procedures When Contacting Inframark Sub-Contractors (*Supv Lane*)
- B. Discussion of CDD Officers' Liability Insurance (*Supv Lane*)
- C. Define District and Qualifications of Officers Who Do Not Live Within District and Voting Rights (*Supv Lane*)
- D. Review/Update Maintenance Agreement between HOA and District. Who signed the Agreement? Task Ms. Mackie's Group to Review and Recommend (if any), Provide Presentation to CDD Supervisors (*Supv Lane*)
- E. Discussion of Agreements with City of Freeport. Copies? Series 2004 Project Documents (*Supv Lane*)

### 8. AUDIENCE QUESTIONS, COMMENTS AND DISCUSSION FORUM

### 9. ADJOURNMENT

#### District Office

Inframark  
2005 Pan Am Circle, Suite 120  
Tampa, FL 33607  
813-873-7300

#### Meeting Location:

Hammock Bay Lake Center  
1850 Great Hammock Bend  
Freeport, FL 32429

## **Fourth Order of Business**

**4A.**

# HAMMOCK BAY

## COMMUNITY DEVELOPMENT DISTRICT

Agenda Page #5

	Fiscal Year 2023 Final Operating Budget	Current Period Actuals 10/1/22 - 02/28/23	Projected Revenues & Expenditures 3/1/23 to 9/30/23	Total Actuals and Projections Through 9/30/23	Over/(Under) Budget Through 9/30/23	Fiscal Year 2024 Final Operating Budget	Increase / (Decrease) from FY 2023 to FY 2024
<b>REVENUES</b>							
<b>SPECIAL ASSESSMENTS</b>							
Operations & Maintenance Assmts-Tax Roll	57,815.00	56,126.00	1,689.00	57,815.00	0.00	0.00	(57,815.00)
Operations & Maintenance Assmts - Off-Roll	0.00	0.00		0.00	0.00	0.00	0.00
<b>TOTAL SPECIAL ASSESSMENTS</b>	<b>57,815.00</b>	<b>56,126.00</b>	<b>1,689.00</b>	<b>57,815.00</b>	<b>0.00</b>	<b>0.00</b>	<b>(57,815.00)</b>
<b>OTHER FINANCING SOURCES</b>							
Interfund Transfer	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>INTEREST EARNINGS</b>							
Interest Earnings	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL INTEREST EARNINGS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL REVENUES</b>	<b>\$57,815.00</b>	<b>\$56,126.00</b>	<b>\$1,689.00</b>	<b>\$57,815.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>EXPENDITURES</b>							
<b>LEGISLATIVE</b>							
Supervisor Fees	1,600.00	0.00	1,600.00	1,600.00	0.00	1,600.00	0.00
<b>TOTAL LEGISLATIVE</b>	<b>1,600.00</b>	<b>0.00</b>	<b>1,600.00</b>	<b>1,600.00</b>	<b>0.00</b>	<b>1,600.00</b>	<b>0.00</b>
<b>FINANCIAL &amp; ADMINISTRATIVE</b>							
District Engineer	2,500.00	0.00	2,500.00	2,500.00	0.00	2,500.00	0.00
Trustees Fees	4,300.00	1,257.00	1,943.00	3,200.00	(1,100.00)	4,300.00	0.00
Management & Accounting Services	34,790.00	14,496.00	20,294.00	34,790.00	0.00	35,833.00	1,043.00
Auditing Services	6,950.00	0.00	6,750.00	6,750.00	(200.00)	6,950.00	0.00
Arbitrage Rebate Calculation	650.00	0.00	650.00	650.00	0.00	650.00	0.00
Postage, Phone, Faxes, Copies	150.00	5.00	145.00	150.00	0.00	150.00	0.00
Professional Liability Insurance	1,838.00	617.00	1,221.00	1,838.00	0.00	1,838.00	0.00
Legal Advertising	250.00	154.00	96.00	250.00	0.00	250.00	0.00
Bank Fees	100.00	0.00	100.00	100.00	0.00	100.00	0.00
Dues, Licenses & Fees	135.00	175.00	0.00	175.00	40.00	135.00	0.00
Website Administration	500.00	114.00	386.00	500.00	0.00	500.00	0.00
ADA Website Compliance	1,500.00	750.00	750.00	1,500.00	0.00	1,500.00	0.00
<b>TOTAL FINANCIAL &amp; ADMINISTRATIVE</b>	<b>53,663.00</b>	<b>17,568.00</b>	<b>34,835.00</b>	<b>52,403.00</b>	<b>(1,260.00)</b>	<b>54,706.00</b>	<b>1,043.00</b>
<b>LEGAL COUNSEL</b>							
District Counsel	1,000.00	207.00	793.00	1,000.00	0.00	1,000.00	0.00
<b>TOTAL LEGAL COUNSEL</b>	<b>1,000.00</b>	<b>207.00</b>	<b>793.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>1,000.00</b>	<b>0.00</b>
<b>OTHER PHYSICAL ENVIRONMENT</b>							
General Liability Insurance	1,552.00	2,285.00	715.00	3,000.00	1,448.00	1,552.00	0.00
<b>TOTAL OTHER PHYSICAL ENVIRONMENT</b>	<b>1,552.00</b>	<b>2,285.00</b>	<b>715.00</b>	<b>3,000.00</b>	<b>1,448.00</b>	<b>1,552.00</b>	<b>0.00</b>
<b>TOTAL EXPENDITURES</b>	<b>\$57,815.00</b>	<b>\$20,060.00</b>	<b>\$37,943.00</b>	<b>\$58,003.00</b>	<b>\$188.00</b>	<b>\$58,858.00</b>	<b>\$1,043.00</b>
<b>EXCESS OF REVENUES OVER/(UNDER) EXPENDITURE</b>	<b>\$0.00</b>	<b>\$36,066.00</b>	<b>(\$36,254.00)</b>	<b>(\$188.00)</b>	<b>(\$188.00)</b>	<b>(\$58,858.00)</b>	<b>(\$1,043.00)</b>

FISCAL YEAR 2023  
FINAL ANNUAL OPERATING BUDGET

# HAMMOCK BAY

## COMMUNITY DEVELOPMENT DISTRICT

	Fiscal Year 2023 Final Operating Budget	Current Period Actuals 10/1/22 - 02/28/23	Projected Revenues & Expenditures 3/1/23 to 9/30/23	Total Actuals and Projections Through 9/30/23	Over/(Under) Budget Through 9/30/23
<b>REVENUES</b>					
<b>SPECIAL ASSESSMENTS</b>					
Operations & Maintenance Assmts-Tax Roll	57,815.00	56,126.00	1,689.00	57,815.00	0.00
Operations & Maintenance Assmts - Off-Roll	0.00	0.00	0.00	0.00	0.00
<b>TOTAL SPECIAL ASSESSMENTS</b>	<b>57,815.00</b>	<b>56,126.00</b>	<b>1,689.00</b>	<b>57,815.00</b>	<b>0.00</b>
<b>OTHER FINANCING SOURCES</b>					
Interfund Transfer	0.00	0.00	0.00	0.00	0.00
<b>TOTAL OTHER FINANCING SOURCES</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>INTEREST EARNINHS</b>					
Interest earnings	0.00	0.00	0.00	0.00	0.00
<b>TOTAL INTEREST EARNINHS</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL REVENUES</b>	<b>\$57,815.00</b>	<b>\$56,126.00</b>	<b>\$1,689.00</b>	<b>\$57,815.00</b>	<b>\$0.00</b>
<b>EXPENDITURES</b>					
<b>LEGISLATIVE</b>					
Supervisor Fees	1,600.00	0.00	1,600.00	1,600.00	0.00
<b>TOTAL LEGISLATIVE</b>	<b>1,600.00</b>	<b>0.00</b>	<b>1,600.00</b>	<b>1,600.00</b>	<b>0.00</b>
<b>FINANCIAL &amp; ADMINISTRATIVE</b>					
District Engineer	2,500.00	0.00	2,500.00	2,500.00	0.00
Trustees Fees	4,300.00	1,257.00	1,943.00	3,200.00	(1,100.00)
Management & Accounting Services	34,790.00	14,496.00	20,294.00	34,790.00	0.00
Auditing Services	6,950.00	0.00	6,750.00	6,750.00	(200.00)
Arbitrage Rebate Calculation	650.00	0.00	650.00	650.00	0.00
Postage, Phone, Faxes, Copies	150.00	5.00	145.00	150.00	0.00
Public Officials Insurance	1,838.00	617.00	1,221.00	1,838.00	0.00
Legal Advertising	250.00	154.00	96.00	250.00	0.00
Bank Fees	100.00	0.00	100.00	100.00	0.00
Dues, Licenses & Fees	135.00	175.00	0.00	175.00	40.00
Website Administration	500.00	114.00	386.00	500.00	0.00
ADA Website Compliance	1,500.00	750.00	750.00	1,500.00	0.00
<b>TOTAL FINANCIAL &amp; ADMINISTRATIVE</b>	<b>53,663.00</b>	<b>17,568.00</b>	<b>34,835.00</b>	<b>52,403.00</b>	<b>(1,260.00)</b>
<b>LEGAL COUNSEL</b>					
District Counsel	1,000.00	207.00	793.00	1,000.00	0.00
<b>TOTAL LEGAL COUNSEL</b>	<b>1,000.00</b>	<b>207.00</b>	<b>793.00</b>	<b>1,000.00</b>	<b>0.00</b>
<b>OTHER PHYSICAL ENVIRONMENT</b>					
General Liability Insurance	1,552.00	2,285.00	715.00	3,000.00	1,448.00
<b>TOTAL OTHER PHYSICAL ENVIRONMENT</b>	<b>1,552.00</b>	<b>2,285.00</b>	<b>715.00</b>	<b>3,000.00</b>	<b>1,448.00</b>
<b>TOTAL EXPENDITURES</b>	<b>\$57,815.00</b>	<b>\$20,060.00</b>	<b>\$37,943.00</b>	<b>\$58,003.00</b>	<b>\$188.00</b>
<b>EXCESS OF REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>\$0.00</b>	<b>\$36,066.00</b>	<b>(\$36,254.00)</b>	<b>(\$188.00)</b>	<b>(\$188.00)</b>

# HAMMOCK BAY

## COMMUNITY DEVELOPMENT DISTRICT

Agenda Page #7

### SCHEDULE OF ANNUAL ASSESSMENTS<sup>(1)</sup>

Lot Size	EAU Value	Total Unit Count	Debt Service Unit Count	Fiscal Year 2021					Fiscal Year 2022					Assessment Variance <sup>(2)</sup>	
				Debt Service Per Unit	O&M Per Unit w/o Debt Service	O&M Per Unit with Debt Service	Fiscal Year 2021 Total w/o Debt Service	Fiscal Year 2021 Total with Debt Service	Debt Service Per Unit	O&M Per Unit w/o Debt Service	O&M Per Unit with Debt Service	Fiscal Year 2022 Total w/o Debt Service	Fiscal Year 2022 Total with Debt Service	Inc/(Dec) In O&M w/o DS Per Unit	Inc/(Dec) In O&M with DS Per Unit
60	1.00	3	3	\$526.88	\$64.39	\$107.48	<b>\$64.39</b>	<b>\$634.36</b>	\$526.88	\$110.64	\$130.04	<b>\$110.64</b>	<b>\$656.92</b>	\$46.25	\$22.56
70	1.17	107	33	\$616.45	\$64.39	\$107.48	<b>\$64.39</b>	<b>\$723.93</b>	\$616.45	\$110.64	\$130.04	<b>\$110.64</b>	<b>\$746.49</b>	\$46.25	\$22.56
75	1.25	92	40	\$658.60	\$64.39	\$107.48	<b>\$64.39</b>	<b>\$766.08</b>	\$658.60	\$110.64	\$130.04	<b>\$110.64</b>	<b>\$788.64</b>	\$46.25	\$22.56
80	1.33	149	103	\$700.76	\$64.39	\$107.48	<b>\$64.39</b>	<b>\$808.24</b>	\$700.76	\$110.64	\$130.04	<b>\$110.64</b>	<b>\$830.80</b>	\$46.25	\$22.56
85	1.42	1	1	\$748.18	\$64.39	\$107.48	<b>\$64.39</b>	<b>\$855.66</b>	\$748.18	\$110.64	\$130.04	<b>\$110.64</b>	<b>\$878.22</b>	\$46.25	\$22.56
90	1.50	5	1	\$790.32	\$64.39	\$107.48	<b>\$64.39</b>	<b>\$897.80</b>	\$790.32	\$110.64	\$130.04	<b>\$110.64</b>	<b>\$920.36</b>	\$46.25	\$22.56
95	1.58	2	2	\$832.47	\$64.39	\$107.48	<b>\$64.39</b>	<b>\$939.95</b>	\$832.47	\$110.64	\$130.04	<b>\$110.64</b>	<b>\$962.51</b>	\$46.25	\$22.56
100	1.67	73	46	\$879.89	\$64.39	\$107.48	<b>\$64.39</b>	<b>\$987.37</b>	\$879.89	\$110.64	\$130.04	<b>\$110.64</b>	<b>\$1,009.93</b>	\$46.25	\$22.56
110	1.83	22	14	\$964.19	\$64.39	\$107.48	<b>\$64.39</b>	<b>\$1,071.67</b>	\$964.19	\$110.64	\$130.04	<b>\$110.64</b>	<b>\$1,094.23</b>	\$46.25	\$22.56
Commercial	2.00	50	50	\$1,053.77	\$64.39	\$107.48	<b>\$64.39</b>	<b>\$1,161.25</b>	\$1,053.77	\$110.64	\$130.04	<b>\$110.64</b>	<b>\$1,183.81</b>	\$46.25	\$22.56
Total		504	293												

**Notations:**

<sup>(1)</sup> Annual assessments are adjusted for collection costs and early payment discounts of 6%.

<sup>(2)</sup> An increase in assessments creates a positive figure; conversely, a decrease in assessments creates a negative figure.



FISCAL YEAR 2023  
FINAL ANNUAL OPERATING BUDGET

**4Ai.**



# **RESOLUTION 2023-3**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAMMOCK BAY COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGET(S) FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Hammock Bay Community Development District ("**District**") prior to June 15, 2023, proposed budget(s) ("**Proposed Budget**") for the fiscal year beginning October 1, 2023, and ending September 30, 2024 ("**Fiscal Year 2023/2024**"); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HAMMOCK BAY COMMUNITY DEVELOPMENT DISTRICT:**

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:	July 25, 2023
HOUR:	1:00 p.m.
LOCATION:	Hammock Bay Lake Club 1830 Great Hammock Bend Freeport, Florida 32439

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT(S).** The District Manager is hereby directed to submit a copy of the Proposed Budget to the local general-purpose governments at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this

Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED THIS 27<sup>th</sup> DAY OF APRIL 2023.**

ATTEST:

**HAMMOCK BAY COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary / Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Proposed Budget

## **Fifth Order of Business**

**5A.**

## MINUTES OF THE REGULAR MEETING

The Regular Meeting for the Hammock Bay Community Development District Board of Supervisors was held on **February 23, 2023, at 2:00 p.m. (CST) at the Hammock Bay Lake Club located at 1830 Great Hammock Bend, Freeport, FL 32439**

### 1. CALL TO ORDER/ROLL CALL

Bob Koncar called the Regular Meeting of the Hammock Bay Community Development District Board of Supervisors to order on **Monday, February 23, 2023, at 2:00 p.m. (CST).**

#### Board Members Present and Constituting a Quorum:

Tim Edwards	Chair	
Robert Sullivan	Vice-Chair	
Norman Kaiser	Supervisor	
David Underwood	Supervisor	
Mary Lanes	Supervisor	<i>(appointed during the meeting)</i>

#### Staff Members Present:

Bob Koncar	District Manager, Inframark
Tucker Mackie	District Counsel, Kutak Rock LLP

There were no resident's audience members in attendance.

### 2. PUBLIC COMMENTS ON AGENDA ITEMS

There were no public comments on agenda items.

### 3. BUSINESS ITEMS

#### A Consideration of Resolution 2023-01; Declaring Vacant Board Seats, Seats 4 & 5

The Board reviewed the resolution.

MOTION TO:	Approve Resolution 2023-01 as stated.
MADE BY:	Supervisor Edwards
SECONDED BY:	Supervisor Sullivan
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion passed unanimously.

#### B. Discussion on Resumes for Open Board Seats

#### C. Appointment of Supervisor to Open Board Seat

##### i. Administer Oath of Office

##### ii. Confirmation of Supervisor Compensation

The Board reviewed and discussed appointing a supervisor for Seat 4 and 5 The Board motioned Appoint Mary Barnes to Seat #4 and David Underwood Seat #5. Ms. Barnes will be sworn in at the next meeting.

MOTION TO:	Appoint Mary Barnes to Seat #4 and David Underwood to Seat #5 for the Board of Supervisor of Hammock Bay CDD.
MADE BY:	Supervisor Edwards
SECONDED BY:	Supervisor Sullivan
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion Passed Unanimously

#### **D. Consideration of Resolution 2023-02; Redesignating Officers**

The Board reviewed the resolution. Mr. Koncar discussed the designated officers as follows, Tim Edwards as Chairman and Robert M. Sullivan as Vice-Chairman. All remaining supervisors will remain as the Assistant Secretary for the Board of Supervisors for Hammock Bay CDD.

MOTION TO:	Approve Resolution 2023-02 as stated.
MADE BY:	Supervisor Edwards
SECONDED BY:	Supervisor Sullivan
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED 4/0 - Motion passed unanimously.

#### **E. General Matters of the District**

There were no general matters of the District at this time.

#### **4. CONSENT AGENDA**

**A. Consideration of Minutes of the Public Hearing & Regular Meeting August 25, 2022**

**B. Consideration of Operation and Maintenance Expenditures August 2022**

**C. Consideration of Operation and Maintenance Expenditures September 2022**

**D. Consideration of Operation and Maintenance Expenditures October 2022**

**E. Consideration of Operation and Maintenance Expenditures November 2022**

**F. Review of Financial Statements Month Ending November 30, 2022**

The Board reviewed the Consent Agenda items.

MOTION TO:	Approve the Consent Agenda items A through F.
MADE BY:	Supervisor Edwards
SECONDED BY:	Supervisor Sullivan
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion passed unanimously.

## **5. VENDOR/STAFF REPORTS**

### **A. District Counsel**

Mr. Tucker provided detail on the Sunshine Law and Public Records Law.

### **B. District Engineer**

There was no District Engineer report currently.

### **C. District Manager**

A discussion ensued between the Board and staff regarding the FY 2023-2024 Budget Process and requested an evening meeting.

MOTION TO:	Set the Workshop and Regular Meeting to be held on April 27 <sup>th</sup> beginning at 1:00 P.M.
MADE BY:	Supervisor Edwards
SECONDED BY:	Supervisor Lane
DISCUSSION:	None Further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion passed unanimously.

## **6. BOARD OF SUPERVISOR REQUESTS AND COMMENTS**

There was no supervisor request or comments currently.

## **7. AUDIENCE QUESTIONS, COMMENTS AND DISCUSSION FORUM**

There was no audiences' questions or comments.

**8. ADJOURNMENT**

MOTION TO:	Adjourn.
MADE BY:	Supervisor Edwards
SECONDED BY:	Supervisor Sullivan
DISCUSSION:	None further
RESULT:	Called to Vote: Motion PASSED
	4/0 - Motion passed unanimously.

*\*The entire meeting is available on CD upon request.*

*\*These minutes were done in summary format.*

*\*Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.*

**Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed meeting held on \_\_\_\_\_.**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Printed Name**

**Title:**

- ☐ **Secretary**  
☐ **Assistant Secretary**

**Title:**

- ☐ **Chairman**  
☐ **Vice Chairman**

*Recorded by Records Administrator*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

Official District Seal



**5B.**

<b>HAMMOCK BAY CDD</b> <b>Summary of Operations and Maintenance Invoices</b>
---

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
<b>Monthly Contract</b>				
INFRAMARK LLC	80857	\$2,922.36		DISTRICT INVOICE JULY 2022
INFRAMARK LLC	81954	\$2,920.53		DISTRICT INVOICE AUG 2022
INFRAMARK LLC	86224	\$2,931.34		DISTRICT INVOICE NOV 2022
INFRAMARK LLC	87564	\$2,899.17	\$11,673.40	DISTRICT INVOICE DEC 2022
<b>Monthly Contract Subtotal</b>		<b>\$11,673.40</b>		
<b>Variable Contract</b>		<b>\$0.00</b>		
<b>Variable Contract Subtotal</b>		<b>\$0.00</b>		
<b>Utilities</b>		<b>\$0.00</b>		
<b>Utilities Subtotal</b>		<b>\$0.00</b>		
<b>Regular Services</b>				
HAMMOCK BAY CDD	12292022-18	\$19,655.56		SERIES 2016 FY23 TAX DIST ID 11/5-11/18
HAMMOCK BAY CDD	12292022-19	\$168,555.37	\$188,210.93	SERIES 2016 FY23 TAX DIST ID 11/19 - 12/02
KUTAK ROCK LLP	3155969	\$99.00		LEGAL SERVICES 10/11/22 AND 11/15/22
<b>Regular Services Subtotal</b>		<b>\$188,309.93</b>		
<b>Additional Services</b>		<b>\$0.00</b>		
<b>Additional Services Subtotal</b>		<b>\$0.00</b>		
<b>TOTAL</b>		<b>\$199,983.33</b>		

Approved (with any necessary revisions noted):

<b>HAMMOCK BAY CDD</b> <b>Summary of Operations and Maintenance Invoices</b>
---

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description

---

Signature:

**Title (Check one):**

☐ Chariman   ☐ Vice Chariman   ☐ Assistant Secretary



2002 West Grand Parkway North  
Suite 100  
Katy, TX 77449

# INVOICE

**INVOICE#**

#80857

**DATE**

7/31/2022

**CUSTOMER ID**

C2282

**NET TERMS**

Net 30

**PO#**
**DUE DATE**

8/30/2022

**BILL TO**

Hammock Bay CDD  
2005 Pan Am Circle  
Suite 700  
Tampa FL 33607  
United States

Services provided for the Month of: July 2022

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
B/W Copies- June	2	Ea	0.15		0.30
Color Copies- June	2	Ea	0.50		1.00
Postage- June	2	Ea	0.53		1.06
Website Maintenance / Admin	1	Ea	20.83		20.83
District Management	1	Ea	2,899.17		2,899.17
<b>Subtotal</b>					2,922.36

<b>Subtotal</b>	\$2,922.36
<b>Tax</b>	\$0.00
<b>Total Due</b>	\$2,922.36

**Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778**

*To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.*

*To pay via ACH or Wire, please refer to our banking information below:*

*Account Name: INFRAMARK, LLC*

*ACH - Bank Routing Number: 111000614 / Account Number: 912593196*

*Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196*

*Please include the Customer ID and the Invoice Number on your form of payment.*



2002 West Grand Parkway North  
Suite 100  
Katy, TX 77449

**INVOICE#**

#81954

**CUSTOMER ID**

C2282

**PO#****DATE**

8/25/2022

**NET TERMS**

Net 30

**DUE DATE**

9/24/2022

**BILL TO**

Hammock Bay CDD  
2005 Pan Am Circle  
Suite 700  
Tampa FL 33607  
United States

Services provided for the Month of: August 2022

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage - Postage- July	1	Ea	0.53		0.53
Website Maintenance - Website Maintenance / Admin	1	Ea	20.83		20.83
District Management Services - District Management	1	Ea	2,899.17		2,899.17
<b>Subtotal</b>					2,920.53

<b>Subtotal</b>	\$2,920.53
-----------------	------------

<b>Tax</b>	\$0.00
------------	--------

<b>Total Due</b>	\$2,920.53
------------------	------------

**Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778**

*To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.*

*To pay via ACH or Wire, please refer to our banking information below:*

*Account Name: INFRAMARK, LLC*

*ACH - Bank Routing Number: 111000614 / Account Number: 912593196*

*Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196*

*Please include the Customer ID and the Invoice Number on your form of payment.*



2002 West Grand Parkway North  
Suite 100  
Katy, TX 77449

# INVOICE

**INVOICE#**

#86224

**DATE**

11/30/2022

**CUSTOMER ID**

C2282

**NET TERMS**

Net 30

**PO#**
**DUE DATE**

12/30/2022

**BILL TO**

Hammock Bay CDD  
2005 Pan Am Circle  
Suite 700  
Tampa FL 33607  
United States

Services provided for the Month of: November 2022

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
District Management Services - District Management	1	Ea	2,899.17		2,899.17
Website Maintenance - Website Maintenance / Admin	1	Ea	20.83		20.83
Supplies - DNH*GoDaddy 9/22/22	1	Ea	9.63		9.63
Postage - Postage- September	3	Ea	0.57		1.71
<b>Subtotal</b>					2,931.34

**Subtotal**

\$2,931.34

**Tax**

\$0.00

**Total Due**

\$2,931.34

**Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778**

To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.

To pay via ACH or Wire, please refer to our banking information below:

Account Name: INFRAMARK, LLC

ACH - Bank Routing Number: 111000614 / Account Number: 912593196

Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196

Please include the Customer ID and the Invoice Number on your form of payment.



2002 West Grand Parkway North  
Suite 100  
Katy, TX 77449

# INVOICE

**INVOICE#**

#87564

**DATE**

12/21/2022

**CUSTOMER ID**

C2282

**NET TERMS**

Net 30

**PO#**
**DUE DATE**

1/20/2023

**BILL TO**

Hammock Bay CDD  
2005 Pan Am Circle  
Suite 700  
Tampa FL 33607  
United States

Services provided for the Month of: December 2022

DESCRIPTION	QTY	UOM	RATE	MARKUPP	AMOUNT
District Management Services - District Management	1	Ea	2,899.17		2,899.17
Website Maintenance - Website Maintenance / Admin	1	Ea	20.83		20.83
<b>Subtotal</b>					<b>2,920.00</b>

**Subtotal**

\$2,920.00

**Tax**

\$0.00

**Total Due**

\$2,920.00

**Remit To : Inframark LLC, PO BOX 733778, Dallas, Texas, 75373-3778**

*To pay by Credit Card, please contact us at 281-578-4299, 9:00am - 5:30pm EST, Monday – Friday. A surcharge fee may apply.*

*To pay via ACH or Wire, please refer to our banking information below:*

*Account Name: INFRAMARK, LLC*

*ACH - Bank Routing Number: 111000614 / Account Number: 912593196*

*Wire - Bank Routing Number: 021000021 / SWIFT Code: CHASUS33 / Account Number: 912593196*

*Please include the Customer ID and the Invoice Number on your form of payment.*

**CHECK REQUEST FORM**  
**Hammock Bay**

**Date:** 12/29/2022

**Invoice#:** 12292022-18

**Vendor#:** V00035

**Vendor Name:** Hammock Bay

**Pay From:** Trustmark Acct# 4124

**Description:** Series 2016 - FY 23 Tax Dist. ID 11-5/11-18

**Code to:** 200.131000.1000

**Amount:** \$19,655.56

**Requested By:** Toni Campbell 12/29/2022

---



# HAMMOCK BAY CDD

## DISTRICT CHECK REQUEST

**Today's Date** 11/29/2022  
**Check Amount** \$19,655.56  
**Payable To** Hammock Bay CDD  
**Check Description** Series 2016 - FY 22 Tax Dist. ID 11-5/11-18  
**Special Instructions** Do not mail. Please give to Eric Davidson

(Please attach all supporting documentation: invoices, receipts, etc.)

*Alex*

\_\_\_\_\_  
Authorization

DM	_____		
Fund	<u>001</u>	_____	
G/L	<u>20702</u>	_____	
Object Code	_____		
Chk	#	_____	Date _____

## 2022 TAX ROLL DISTRIBUTION #2

FUNDS	TOTAL
<b>Hammock Bay</b>	
Total Taxes Collected	\$ 25,426.83
Commission Retained	\$ 508.53
Total Distributed	\$ <b>24,918.30</b>
	\$ 24,918.30
	\$ 24,918.30

# HAMMOCK BAY CDD

## TAX REVENUE RECEIPTS AND TRANSFER SCHEDULE

Fiscal Year 2023 - Tax Year 2022

	Dollar Amounts	Fiscal Year 2023 Percentages	
Net O&M	57,619.48	21.12%	0.211200
Net DS	215,175.20	78.88%	0.788800
Net Total	272,794.68	100.00%	1.000000

Date Received	Amount Received	21.12%	21.12%	78.88%	78.88%	Proof	Date Transferred / Distribution ID	Payments / CDD Check #
		Raw Numbers Operations Revenue	Rounded Operations Revenue	Raw Numbers 2016 Debt Service Revenue	Rounded 2016 Debt Service Revenue			
11/29/2022	24,918.30	5,262.74	5,262.74	19,655.56	19,655.56	-	11-5/11-18	
12/15/2022	213,685.81	45,130.44	45,130.44	168,555.37	168,555.37	-	11-19/12-02	
		-	-	-	-	-		
		-	-	-	-	-		
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		-	-	-	-	-		
		-	-	-	-	-		
		-	-	-	-	-		
<b>TOTAL</b>	<b>238,604.11</b>	<b>50,393.19</b>	<b>50,393.18</b>	<b>188,210.92</b>	<b>188,210.93</b>	-		
Net Total on Roll	272,794.68		57,619.48		215,175.20			
Collection Surplus / (Deficit)	(34,190.57)		(7,226.30)		(26,964.27)			

**CHECK REQUEST FORM**  
**Hammock Bay**

**Date:** 12/29/2022

**Invoice#:** 12292022-19

**Vendor#:** V00035

**Vendor Name:** Hammock Bay

**Pay From:** Trustmark Acct# 4124

**Description:** Series 2016 - FY 23 Tax Dist. ID 11-19/12-02

**Code to:** 200.131000.1000

**Amount:** \$168,555.37

**Requested By:** Toni Campbell 12/29/2022

# HAMMOCK BAY CDD

## DISTRICT CHECK REQUEST

**Today's Date** 12/15/2022  
**Check Amount** \$168,555.37  
**Payable To** Hammock Bay CDD  
**Check Description** Series 2016 - FY 22 Tax Dist. ID 11-19/12-02  
**Special Instructions** Do not mail. Please give to Eric Davidson

(Please attach all supporting documentation: invoices, receipts, etc.)

*Alex*

\_\_\_\_\_  
Authorization

DM	
Fund	<u>001</u>
G/L	<u>20702</u>
Object Code	
Chk #	_____ Date _____

## 2022 TAX ROLL DISTRIBUTION #3

FUNDS	TOTAL
<b>Hammock Bay</b>	
Total Taxes Collected	\$ 218,046.75
Commission Retained	\$ 4,360.94
Total Distributed	\$ <b>213,685.81</b>
	\$ 213,685.81
	\$ 213,685.81

# HAMMOCK BAY CDD

## TAX REVENUE RECEIPTS AND TRANSFER SCHEDULE

Fiscal Year 2023 - Tax Year 2022

	Dollar Amounts	Fiscal Year 2023 Percentages	
Net O&M	57,619.48	21.12%	0.211200
Net DS	215,175.20	78.88%	0.788800
Net Total	272,794.68	100.00%	1.000000

Date Received	Amount Received	21.12%	21.12%	78.88%	78.88%	Proof	Date Transferred / Distribution ID	Payments / CDD Check #
		Raw Numbers Operations Revenue	Rounded Operations Revenue	Raw Numbers 2016 Debt Service Revenue	Rounded 2016 Debt Service Revenue			
11/29/2022	24,918.30	5,262.74	5,262.74	19,655.56	19,655.56	-	11-5/11-18	
12/15/2022	213,685.81	45,130.44	45,130.44	168,555.37	168,555.37	-	11-19/12-02	
		-	-	-	-	-		
		-	-	-	-	-		
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		-	-	-	-	-		
		-	-	-	-	-		
<b>TOTAL</b>	<b>238,604.11</b>	<b>50,393.19</b>	<b>50,393.18</b>	<b>188,210.92</b>	<b>188,210.93</b>	<b>-</b>		
Net Total on Roll	272,794.68		57,619.48		215,175.20			
Collection Surplus / (Deficit)	(34,190.57)		(7,226.30)		(26,964.27)			

**KUTAK ROCK LLP**

**TALLAHASSEE, FLORIDA**

Telephone 404-222-4600

Facsimile 404-222-4654

Federal ID 47-0597598

December 20, 2022

**Check Remit To:**

Kutak Rock LLP

PO Box 30057

Omaha, NE 68103-1157

**Wire Transfer Remit To:**

ABA #104000016

First National Bank of Omaha

Kutak Rock LLP

A/C # 24690470

Reference: Invoice No. 3155969

Client Matter No. 9323-1

Mr. Brian Lamb  
Hammock Bay CDD  
Meritus Districts  
Suite 300  
2005 Pan Am Circle  
Tampa, FL 33607

Invoice No. 3155969  
9323-1

Re: Hammock Bay CDD - General Repr

For Professional Legal Services Rendered

10/11/22	T. Mackie	0.10	29.00	Prepare new supervisor notebook
11/15/22	A. Barber	0.50	70.00	Review of Supervisor of Elections page in order to identify vacancies; prepare Resolution Declaring Board Vacancy

TOTAL HOURS 0.60

TOTAL FOR SERVICES RENDERED \$99.00

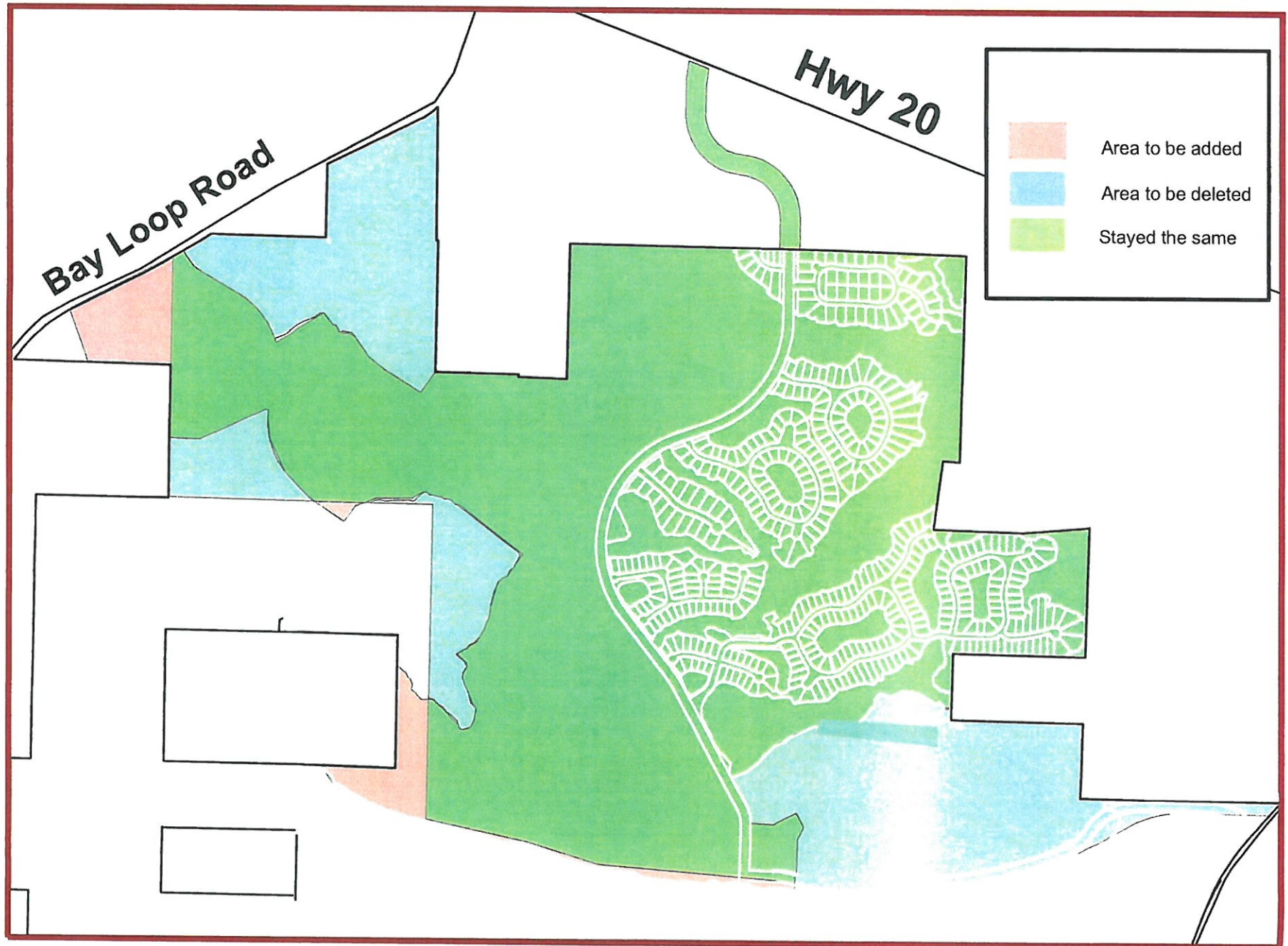
TOTAL CURRENT AMOUNT DUE \$99.00



## **Seventh Order of Business**

**7C**

# Exhibit 1



**7D.**

**AGREEMENT BETWEEN THE  
HAMMOCK BAY COMMUNITY DEVELOPMENT DISTRICT  
AND HAMMOCK BAY FREEPORT MASTER ASSOCIATION, INC.,  
FOR FACILITY MANAGEMENT AND MAINTENANCE SERVICES**

THIS AGREEMENT is made and entered into this 22 day of May, 2006, by and between:

**Hammock Bay Community Development District**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, located in the City of Freeport, Florida, and with offices at 2002 North Lois Avenue, Suite 507, Tampa, Florida 33607 (hereinafter "District"), and

**Hammock Bay Freeport Master Association, Inc.**, a Florida not-for-profit corporation, whose address is Post Office Box 1735, Destin, Florida 32540-1735 (the "Association").

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established, pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes ("Uniform Act"), by ordinance of the City Council in and for the City of Freeport, Florida; and

**WHEREAS**, pursuant to the Uniform Act, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge and extend, equip, operate, and maintain systems, facilities and infrastructure in conjunction with the development of lands within the District; and

**WHEREAS**, the District presently owns and is continuing to construct and/or acquire various systems, facilities and infrastructure including, but not limited to, landscape and hardscape, reuse irrigation systems and stormwater management facilities ("District Property") requiring inspection, operation and maintenance services for which the District desires to retain an independent contractor; and

**WHEREAS**, the Association is a Florida not-for-profit corporation owning, operating and maintaining various improvements and facilities in close proximity to District Property; and

**WHEREAS**, for ease of administration, potential cost savings and the benefits of full time on-site inspection, operation and maintenance personnel, the District desires to contract with the Association to manage and maintain District Property; and

**WHEREAS**, the Association represents that it is qualified, through its officers, employees, contractors and affiliates, to manage and maintain District Property and desires to contract with the District to do so in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

\_\_\_\_\_**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. ASSOCIATION'S OBLIGATION.**

A. *General duties.* Association shall be responsible for the management and maintenance of District Property in an efficient, lawful and satisfactory manner. Association will act in a fiduciary capacity with respect to the protection and accounting of the District's assets.

B. *Inspection.* Association shall conduct regular inspections of all District Property and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement.

C. *Repair and Maintenance.* Association shall make, or cause to be made, such routine repair work or normal maintenance to District Property as may be required for the operation or physical protection of District Property. Association, in consultation with the District Engineer, shall promptly cause emergency repairs to be made when such repairs are necessary for the preservation and safety of persons and/or property, or when the repairs are required to be made to avoid the suspension of any service of the District. Association shall immediately notify the District Engineer and District Manager, or a designated representative, concerning the need for emergency repairs.

D. *Investigation and Report of Accidents/Claims.* Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the management of the District and maintenance and operation of District Property. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District Board of Supervisors.

E. *Compliance with Government Rules, Regulations, Requirements and Orders.* Association shall take such action as is necessary to comply promptly with any and all orders or requirements affecting District Property placed thereon by any governmental authority having jurisdiction. Association shall immediately notify the District Manager and District Counsel in writing of all such orders or requirements. At the request of the District, Association shall prepare for execution and filing by the District any forms, reports or returns

which may be required by law in connection with the ownership, maintenance and operation of the District Property.

*F. Adherence to District Rules, Regulations and Policies.* Association's personnel shall be familiar with all District policies and procedures and shall ensure that all persons using District Property are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.

*G. Care of the Property.* Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association, its employees or contractors. Association agrees to repair any damage resulting from Association's activities and work.

*H. Staffing and Billing.* Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the management and maintenance responsibilities set forth in this Agreement.

*I. Liens and Claims.* The Association shall promptly and properly pay for all contractors retained, labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

**SECTION 3. COMPENSATION.** The District shall pay Association the sum of One Hundred Dollars (\$100.00) per year for the provision of management and maintenance services pursuant to the terms of this Agreement.

**SECTION 4. TERM.** The term of this Agreement is for a period of two (2) years commencing on June 1, 2006, and shall be automatically renewed for additional one (1) year periods after June 1, 2008, unless either party provides the other party at least thirty (30) days written notice of its intent not to renew. The District shall have the right to terminate this Agreement effective immediately at any time due to Association's failure to perform in accordance with the terms of this Agreement, or upon thirty (30) days written notice without a showing of cause. The Association shall have the right to terminate this Agreement upon sixty (60) days written notice without a showing of cause.

**SECTION 5. INSURANCE.** The Association shall maintain, at its own expense throughout the term of this Agreement, the following insurance with the District, its staff, consultants and supervisors shall be named as an additional insured:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering the Association's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
- C. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

**SECTION 6. INDEMNIFICATION.** Association agrees to indemnify and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the work to be performed by Association, including litigation or any appellate proceedings with respect thereto.

**SECTION 7. RECOVERY OF COSTS AND FEES.** In the event the District is required to enforce this Agreement or any provision hereof by court proceedings or otherwise then, if prevailing, the District shall be entitled to recover from Association all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

**SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 9. ASSIGNMENT.** Neither the District nor the Association may assign this Agreement without the prior written approval of the other.



**SECTION 10. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

**SECTION 11. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 12. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

**SECTION 13. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Association.

**SECTION 14. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

**SECTION 15. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to the District:**

Hammock Bay  
Community Development District  
2002 North Lois Avenue, Suite 507  
Tampa, Florida 33607  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
 123 South Calhoun Street  
 Post Office Box 6526  
 Tallahassee, Florida 32314  
 Attn: Brian A. Crumbaker

**B. If to the Association:** Hammock Bay Freeport  
 Master Association, Inc.

Attn: \_\_\_\_\_

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Association may deliver Notice on behalf of the District and the Association. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 16. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Association and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors, and assigns.

**SECTION 17. CONTROLLING LAW.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.

**SECTION 18. PUBLIC RECORDS.** The Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and shall be treated as such in accordance with Florida law.

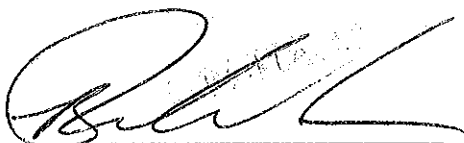
**SECTION 19. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 20. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

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


Attest:

**HAMMOCK BAY  
COMMUNITY DEVELOPMENT DISTRICT**

  
Secretary/Assistant Secretary

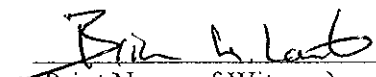
  
Jack Rhodes  
Chairman, Board of Supervisors

**HAMMOCK BAY FREEPORT  
MASTER ASSOCIATION, INC.**

  
(Signature of Witness)

By: 

Its: 

  
(Print Name of Witness)