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### HAMMOCK BAY COMMUNITY DEVELOPMENT DISTRICT

**FEBRUARY 23, 2024** 

**AGENDA PACKAGE** 



210 N. UNIVERSITY DRIVE, SUITE 702 CORAL SPRINGS, FLORIDA 33071

### 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**

Friday, February 23, 2024 – 1:00 P.M. CST

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

- 1. CALL TO ORDER/ROLL CALL
- 2. PUBLIC COMMENT ON AGENDA ITEMS
- 3. BUSINESS ITEMS
  - A. Discussion of Goals and Objectives
  - B. Consideration of Amended and Restated Disclosure of Public Finance
  - C. Consideration of LLS Tax Solutions Inc Series 2016 Arbitrage Services
  - D. Consideration of Campus Suite Proposal for Website Services
  - E. Consideration of Resolution 2024-1 General Election
- 4. CONSENT AGENDA
  - A. Consideration of Minutes of the July 25, 2023 and November 3, 2023 Meetings
- ..... B. Financials
- 5. BOARD OF SUPERVISORS REQUESTS AND COMMENTS
- 6. AUDIENCE QUESTIONS, COMMENTS AND DISCUSSION FORUM
- 7. ADJOURNMENT

Next Meeting is scheduled for May 23, 2024 AT 1:00 P.M. CST

**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

## **Third Order of Business**

3A.

### **Goals and Objectives**

### **Hammock Bay**

### **Goals Number One: Improved Communications:**

Objective 1A: What functions does the District perform. Already posted on the website but will be updated.

- Provide specific duties and responsibilities performed by the District.
- Post these duties and responsibilities on the District website.

**Objective 1B: Resident Information on Bonds:** Personal information on property owner bonds can be obtained by calling the following phone: <u>954-603-0034</u> or email <u>assessments@inframark.com</u> and/or <u>bondpayoff@inframark.com</u>. **Already posted on the website**.

### Objective 1C: Enhance community involvement in District matters.

- Send out email blasts through the Homeowners Association announcing District Board meetings. Already in process
- Continue to post notice of District Board meetings on the District website, along with the agenda packages for each District meeting. Already in process
- Continue to provide information to residents on District issues. Already in process

Objective 1D: Yearly statements to residents on their account. [Not recommended, the alternative approach to resident information is outlined in Objective 1B.

### Objective 1E: Annual report to residents on District activities and achievements.

- Identify the specific information to be included in an annual report.
- Have the Board approve the scope of the information. See attached.
- Provide a draft of the annual report to the Board for approval prior to dissemination to residents.

### Objective 1F: Utilize HOA email blast to disseminate District information.

Already in process

### Objective 1G: Utilize the DeFuniak Hearld as newspaper for legal notices.

 This newspaper does not meet statutory requirements for posting meeting notices so we will have to use the Northwest Florida Daily News.

### Objective 1H: Address issues for all residents (non – assessed and assessed)

- Disseminate the new contact phone number and email addresses for information on bond payouts and assessments on the District website. Completed
- Create a new tab on the District website for Resident Updates. In process

### **Objective 2A: Document Review:**

- Review District documents and agreements for updating.
  - Focus will be given to documents that relate to dissolution of the District. This process is on hold pending further Board action.
- Review the mission statement.
  - Place on the agenda for the next Board meeting for discussion.

### **Goal Number Three: Long Term Financial Plan:**

- Objective 3 A: Update the District map to show areas being assessed and those that are not with explanations.
  - Develop a District map that provides the details for assessed and nonassesed areas. In Process
- Objective 3B: Review the Operation and Maintenance Expenses and develop a longterm financial plan.
  - Develop a break down of District expenses based upon the FY 24 annual budget.
  - > Separate expenses into categories (i.e., administrative, and operational).
  - Identify any opportunities for reducing annual expenses.
  - Present findings to the Board as part of the FY 25 Budget presentation.
- Objective 3C: Identify current assets of the District.
  - Present findings to the Board at the next available Board meeting. After researching property records and agreements we find no District assets, in the name of the District.
- Objective 3D: Assess liabilities that could apply to any District assets.
  - Present findings to the Board at the next available meeting. None identified.
- Objective 3E: Identify potential projects/issues that would require an increase in District indebtedness.
  - Present findings to the Board at the next available meeting. None known at this time unless the Board takes on new capital projects.
- Objective 3F: Identify the impact of financial claims that could be made upon the District.
  - Present findings to the Board at the next available meeting. There are certain liability claims that could be made against the District, however given that the District does not own any property and/or operate any facilities this limits the liability of the District.
- Objective 3G: Identify any legal requirements that would create financial liabilities for the District.
  - Present findings to the Board at the next available meeting. None identified by the District Attorney.

- Objective 4A: Review legal and practical aspects of a merger with the City of Freeport, prior to the payoff of District Bonds.
  - Present findings to the Board at the next available meeting. On hold pending further Board action.
- Objective 4B: Develop an action plan for District dissolution.
  - Outline specific legal requirements for dissolution of the District. On hold pending further Board action.
  - Outline all practical actions that need to take place for the complete dissolution of the District. On hold pending further Board action.
  - > Present the findings to the District.

<sup>\*</sup>Indicates required expenditures for District Attorney and District Engineer.

# **3B.**

This instrument was prepared by:

Tucker F. Mackie, Esq. **Kutak Rock LLP** 107 West College Ave Tallahassee, Florida 32301

### AMENDED AND RESTATED DISCLOSURE OF PUBLIC FINANCE<sup>1</sup>

The Hammock Bay Community Development District ("**District**") is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The following information is provided to fulfill this statutory requirement.

### WHAT IS THE DISTRICT AND HOW IS IT GOVERNED?

The District is an independent local unit of special purpose government, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*, and established by Ordinance No. 2004-01, which was enacted by the City Council of the City of Freeport, Florida, and which became effective on February 13, 2004, as amended by Ordinance No. 2007-01, which became effective on February 13, 2007, amending the boundaries of the District. The District currently encompasses approximately 779.33 acres of land located entirely within the City of Freeport, Florida ("City"). The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors ("Board"), the members of which are initially elected by landowners within the District and must be a resident of the State and a citizen of the United States. Upon the later of six (6) years after the District's establishment and the year when the District next attains at least two hundred fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected (as their terms expire) by qualified electors of the District. A qualified elector is a registered voter who is at least eighteen (18) years of age, a resident of the District and the State and a citizen of the United States. At the election where Supervisors are first elected by qualified electors, two Supervisors must be qualified electors and be elected by qualified electors, each elected to four-year terms. The seat of the remaining Supervisor whose term is expiring at such election shall be filled by a Supervisor who is elected by the landowners for a four-year term and who is not required to be a qualified elector. Thereafter, as terms expire, all Supervisors must be qualified electors and must be elected by qualified electors to serve staggered four-year terms.

Board meetings are noticed in the local newspaper and are conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection during normal business hours. Board members are similarly bound by

<sup>&</sup>lt;sup>1</sup> This Amended and Restated Disclosure of Public Finance amends and restates that certain Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Hammock Bay Community Development District, recorded in the Official Records of Walton County, Florida at Book 2796, Pages 700-716.

the State's open meetings law and are subject to the same disclosure requirements as other elected officials under the State's ethics laws.

For more information about the District, please visit: hammockbaycdd.com. Alternatively, please contact the District's Manager, c/o Inframark, IMS, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071, telephone (904) 626-0593 ("District Office").

### **DESCRIPTION OF PROJECTS, BONDS & ASSESSMENTS**

The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management facilities, water distribution and sewer collection and transmission facilities, roadway improvements, recreational improvements, and other infrastructure projects and services necessitated by the development of, and serving lands within, the District.

To finance the construction of such projects, the District is authorized to issue bonds that are secured by special assessments levied against properties within the District that are benefitted by the projects. On May 17, 2004, the Circuit Court of the First Judicial Circuit of Florida, in and for Walton County, entered a Final Judgment validating the District's ability to issue not to exceed \$35,000,000 in Special Assessment Bonds for infrastructure needs of the District.

#### **Bonds & Assessments**

On November 3, 2004, the District issued its \$6,345,000 Special Assessment Bonds, Series 2004A ("Series 2004A Bonds") and its \$10,810,000 Special Assessment Bonds, Series 2004B ("Series 2004B Bonds," and with the Series 2004A Bonds, the "Series 2004 Bonds"), to finance a portion of its capital improvement plan known as the "Series 2004 Project." The Series 2004 Project is described in more detail in the Engineer's Report, dated May 2004 ("Master Engineer's Report"), as supplemented by the First Supplemental Engineer's Report, dated August 2004 ("Supplemental Engineer's Report," and with the Master Engineer's Report, the "Engineer's Report"). The Series 2004 Project was declared complete on April 3, 2008. The Series 2004B Bonds have been paid in full.

The Series 2004 Bonds were secured by special assessments ("Series 2004 Assessments") levied and imposed on benefitted lands within the District within Phase 1 of the development (499 single family lots to the east of Great Hammock Bend). The Series 2004 Assessments are further described in the Master Special Assessment Allocation Report, dated August 30, 2004, First Supplemental Assessment Allocation Report, dated October 20, 2004, and the Amended First Supplemental Assessment Allocation Report, dated July 25, 2005 (together, the "2004 Assessment Report").

On January 27, 2016, the District issued its \$3,175,000 Special Assessment Revenue Refunding Note, Series 2016 ("Series 2016 Note"), in order to refinance its then outstanding Series 2004A Bonds. The Series 2016 Note is secured by special assessments ("Series 2016 Assessments") levied and imposed on certain benefitted lands within the District, as further described in the Second Supplemental Special Assessment Methodology Report, dated January 22, 2016 ("2016 Assessment Report," and together with the 2004 Assessment Report, the "Assessment Report").

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes or other methods authorized by

Chapter 190, *Florida Statutes*. For further information, please contact the District's Manager at Inframark, IMS, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071, telephone (904) 626-0593.

### **Operation and Maintenance Assessments**

In addition to the 2016 Assessments, the District also imposes on an annual basis operations and maintenance assessments ("O&M Assessments"), which are determined and calculated annually by the Board in order to fund the District's annual operations and maintenance budget. O&M Assessments are levied against certain benefitted lands in the District and may vary from year to year based on the amount of the District's budget. The allocation of O&M Assessments is set forth in the annual resolutions imposing the assessments. Please contact the District Office for more information regarding the allocation of O&M Assessments.

### **Collection Methods**

For any given fiscal year, the District may elect to collect any special assessment for any lot or parcel by any lawful means. Generally speaking, the District may elect to place a special assessment on that portion of the annual real estate tax bill, entitled "non-ad valorem assessments," which would then be collected by the Walton County Tax Collector in the same manner as county ad valorem taxes. Alternatively, the District may elect to collect any special assessment by sending a direct bill to a given landowner. The District reserves the right to change collection methods from year to year.

For more information, please visit: http://hammockbaycdd.com. Additionally, a detailed description of all of the District's assessments, fees and charges, as well as copies of the Engineer's Report, Assessment Report, and other District records described herein, may be obtained from the registered agent of the District as designated to the Florida Department of Commerce in accordance with Section 189.014, *Florida Statutes*, or by contacting the District's Manager, c/o Inframark, IMS, 210 N. University Drive, Suite 702, Coral Springs, Florida 33071, telephone (904) 626-0593 0. Please note that changes to the District's capital improvement plans and financing plans may affect the information contained herein and all such information is subject to change at any time and without further notice.

[THIS SPACE INTENTIONALLY LEFT BLANK]

By:	effective as of the day of	
Name:	WITNESS	
By: Name:  STATE OF FLORIDA COUNTY OF  The foregoing instrument was acknowledged before me by means of □ physical presence online notarization, this day of 2023, by  of HAMMOCK BAY COMMUNITY DEVELOPMENT DISTRICT, who appeared before this day in person, and who is either personally known to me, or produced identification.  NOTARY PUBLIC, STATE OF FLORIDA  (NOTARY SEAL)  Name: (Name of Notary Public, Printed, Stamped or		,
STATE OF FLORIDA COUNTY OF  The foregoing instrument was acknowledged before me by means of   physical presence online notarization, this day of 2023, by of HAMMOCK BAY COMMUNITY DEVELOPMENT DISTRICT, who appeared before this day in person, and who is either personally known to me, or produced identification.  NOTARY PUBLIC, STATE OF FLORIDA  (NOTARY SEAL)  Name: (Name of Notary Public, Printed, Stamped or	Name.	
STATE OF FLORIDA COUNTY OF  The foregoing instrument was acknowledged before me by means of _ physical presence online notarization, this day of 2023, by of HAMMOCK BAY COMMUNITY DEVELOPMENT DISTRICT, who appeared before this day in person, and who is either personally known to me, or produced identification.    NOTARY PUBLIC, STATE OF FLORIDA   Name: (Name of Notary Public, Printed, Stamped or )	By:	
online notarization, this day of 2023, by of HAMMOCK BAY COMMUNITY DEVELOPMENT DISTRICT, who appeared before this day in person, and who is either personally known to me, or produced identification.  NOTARY PUBLIC, STATE OF FLORIDA  (NOTARY SEAL)  Name: (Name of Notary Public, Printed, Stamped or		
this day in person, and who is either personally known to me, or producedidentification.  NOTARY PUBLIC, STATE OF FLORIDA  (NOTARY SEAL)  Name: (Name of Notary Public, Printed, Stamped or	online notarization, this da	y of, as
NOTARY PUBLIC, STATE OF FLORIDA  (NOTARY SEAL)  Name: (Name of Notary Public, Printed, Stamped or		
(NOTARY SEAL)  Name: (Name of Notary Public, Printed, Stamped or		
(Name of Notary Public, Printed, Stamped or		NOTARY PUBLIC, STATE OF FLORIDA
	(NOTARY SEAL)	
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**EXHIBIT A:** Legal Description of Boundaries of District

#### **EXHIBIT A**

Legal Description of Boundaries of District

### CDD BOUNDARY LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 8, 16, 17, 18, 20 AND 21, TOWNSHIP 1 SOUTH, RANGE 19 WEST, WALTON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 19 WEST, WALTON COUNTY, FLORIDA; THENCE N 87°53'05" W ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 1321.00 FEET TO THE NORTHEAST CORNER OF SAID SECTION 17; THENCE N 88°54'21" W ALONG THE NORTH LINE OF SAID SECTION 17, A DISTANCE OF 350.19 FEET: THENCE DEPARTING SAID NORTH LINE, N 00°26'36" E, A DISTANCE OF 313.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 625.86 FEET; THENCE ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°39'48", AN ARC DISTANCE OF 924.80 FEET, (CHORD BEARING = N 41°53'18" W, CHORD = 842.93 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 00°51'47" E, A DISTANCE OF 456.62 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 20; THENCE N 68°40'59" W ALONG SAID SOUTH LINE, A DISTANCE OF 6.24 FEET; THENCE N 68°39'47" W ALONG SAID NORTH LINE, A DISTANCE OF 207.24 FEET; THENCE DEPARTING SAID SOUTH LINE, S 00°51'47" W, A DISTANCE OF 531.29 FEET TO THE POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 597.75 FEET; THENCE ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 85°04'59", AN ARC DISTANCE OF 887.64 FEET, (CHORD BEARING = S 41°40'42" E, CHORD = 808.30 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 84°13'12" E, A DISTANCE OF 25.80 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 425.86 FEET; THENCE ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°39'48", AN ARC DISTANCE OF 629.27 FEET, (CHORD BEARING = \$ 41°53'18" E, CHORD = 573.57 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 00°26'36" W, A DISTANCE OF 311.43 FEET TO THE AFORESAID NORTH LINE OF SECTION 17; THENCE N 88°55'28" W ALONG SAID NORTH LINE, A DISTANCE OF 2089.47 FEET; THENCE DEPARTING SAID NORTH LINE, S 01°14'53" W ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 17, A DISTANCE OF 1322.84 FEET; THENCE S 01°15'14" W ALONG SAID WEST LINE, A DISTANCE OF 32.34 FEET; THENCE DEPARTING SAID WEST LINE, N 88°07'24" W, A DISTANCE OF 485.84 FEET; THENCE N 02°45'10" E, A DISTANCE OF 27.06 FEET; THENCE N 88°44'50" W, A DISTANCE OF 830.57 FEET; THENCE S 48°12'07" W, A DISTANCE OF 257.63 FEET TO A POINT ON A JOINT UNITED STATES ARMY CORPS OF ENGINEERS AND FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION JURISDICTION LINE (HEREINAFTER CALLED A JOINT U.S.A.C.O.E. & F.D.E.P. LINE); THENCE ALONG THE SAID JURISDICTION LINE, THE FOLLOWING SEVENTEEN (17) CALLS: 1) N 60°52'56" W, A DISTANCE OF 82.63 FEET; 2) THENCE N 50°18'15" W, A DISTANCE OF 15.37 FEET; 3) THENCE

N 65°02'01" W, A DISTANCE OF 112.54 FEET; 4) THENCE N 64°25'42" W, A DISTANCE OF 95.93 FEET; 5) THENCE N 31°55'32" W, A DISTANCE OF 87.06 FEET; 6) THENCE N 37°34'07" W, A DISTANCE OF 42.56 FEET; 7) THENCE N 64°40'32" W, A DISTANCE OF 56.84 FEET; 8) THENCE N 53°54'08" W, A DISTANCE OF 63.31 FEET; 9) THENCE N 47°15"32" W, A DISTANCE OF 64.55 FEET; 10) THENCE N 40°51'38" W, A DISTANCE OF 74.01 FEET; 11) THENCE N 37°05'25" W, A DISTANCE OF 59.27 FEET; 12) THENCE N 28°38'38" W, A DISTANCE OF 73.66 FEET; 13) THENCE N 37°04'21" W, A DISTANCE OF 47.37 FEET; 14) THENCE N 83°05'38" W, A DISTANCE OF 90.62 FEET; 15) THENCE S 80°14'36" W, A DISTANCE OF 37.84 FEET; 16) THENCE N 19°18'48" W, A DISTANCE OF 28.98 FEET; 17) THENCE N 32°04'10" W, A DISTANCE OF 40.70 FEET; THENCE DEPARTING SAID JURISDICTION LINE, N 50°11'20" W, A DISTANCE OF 198.21 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 397.26 FEET; THENCE ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°25'33", AN ARC DISTANCE OF 134.69 FEET, (CHORD BEARING = S 61°04'50" W, CHORD = 134.04 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 525.00 FEET; THENCE ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°28'29", AN ARC DISTANCE OF 233.42 FEET, (CHORD BEARING = \$ 58°03'22" W, CHORD = 231.51 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°50'48", AN ARC DISTANCE OF 93.71 FEET, (CHORD BEARING = \$ 58°44'32" W, CHORD = 92.86 FEET); THENCE S 69°58'13" W, A DISTANCE OF 48.36 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 85°02'00", AN ARC DISTANCE OF 37.10 FEET, (CHORD BEARING = \$ 25°15'30" W, CHORD = 33.79 FEET), TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 841.00 FEET; THENCE ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 41°37'21", AN ARC DISTANCE OF 610.94 FEET, (CHORD BEARING = N 38°04'10" W, CHORD = 597.60 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 58°52'51" W, A DISTANCE OF 432.37 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 459.00 FEET; THENCE ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°05'35", AN ARC DISTANCE OF 88.87 FEET, (CHORD BEARING = N 53°20'03" W, CHORD = 88.73 FEET), TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 100.00 FEET; THENCE ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°59'11", AN ARC DISTANCE OF 36.63 FEET, (CHORD BEARING = N 37°17'40" W, CHORD = 36.42 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 48.00 FEET; THENCE ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°54'04", AN ARC DISTANCE OF 12.48 FEET, (CHORD BEARING = N 34°15'06" W, CHORD = 12.45 FEET), TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE

NORTHEASTERLY AND HAVING A RADIUS OF 452.00 FEET; THENCE ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°01'36", AN ARC DISTANCE OF 86.99 FEET, (CHORD BEARING = N 36°11'20" W. CHORD = 86.85 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 30°40'32" W, A DISTANCE OF 50.50 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF COUNTY ROAD 83A (ALSO KNOWN AS BAY LOOP ROAD), SAID POINT LYING ON A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 8643.08 FEET; THENCE ON SAID CURVED EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 04°01'56", AN ARC DISTANCE OF 608.25 FEET, (CHORD BEARING = S 61°01'20" W, CHORD = 608.13 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 63°02'18" W ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 625.92 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1587.02 FEET; THENCE ON SAID CURVED EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 01°43'35", AN ARC DISTANCE OF 47.82 FEET, (CHORD BEARING = S 62°10'31" W, CHORD = 47.82 FEET), TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 230.00 FEET; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°59'34", AN ARC DISTANCE OF 40.11 FEET, (CHORD BEARING = \$ 24°03'24" E, CHORD = 40.06 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S 19°03'37" E, A DISTANCE OF 462.16 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 470.00 FEET; THENCE ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°02'47", AN ARC DISTANCE OF 49.60 FEET, (CHORD BEARING = S 22°05'00" E, CHORD = 49.58 FEET); THENCE S 88°25'45" E, A DISTANCE OF 823.22 FEET; THENCE S 00°57'32" W, A DISTANCE OF 725.50 FEET; THENCE S 89°02'22" F, A DISTANCE OF 308.32 FEET; THENCE N 65°53'18" E, A DISTANCE OF 743.70 FEET; THENCE S 03°57'23" W, A DISTANCE OF 65.04 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 834.00 FEET: THENCE ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 46°40'50". AN ARC DISTANCE OF 679.49 FEET, (CHORD BEARING = \$ 19°23'02" E. CHORD = 660.85 FEET); THENCE S 42°43'27" E, A DISTANCE OF 141.15 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1537.50 FEET; THENCE ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°43'21", AN ARC DISTANCE OF 180.39 FEET, (CHORD BEARING = S 46°05'07" E, CHORD = 180.29 FEET); THENCE S 88°47'31" E, A DISTANCE OF 123.20 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 1462.50 FEET; THENCE ON SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°44'29", AN ARC DISTANCE OF 299.70 FEET, (CHORD BEARING = S 59°03'09" E, CHORD = 299.18 FEET) TO A POINT ON SAID U.S.A.C.O.E. AND F.D.E.P. JURISDICTION LINE: THENCE ALONG SAID JURISDICTION LINE, THE FOLLOWING THIRTY (30) CALLS: 1) N 25°04'37" E, A DISTANCE OF 111.47 FEET; 2) THENCE S 49°14'58" E, A DISTANCE OF 3.35 FEET; 3)THENCE S 70°47'19" E, A DISTANCE OF 12.70 FEET; 4) THENCE N 57°02'11" E, A DISTANCE OF 93.54 FEET; 5) THENCE N

57°02'11" E, A DISTANCE OF 6.24 FEET; 6) THENCE N 88°06'42" E, A DISTANCE OF 60.78 FEET; 7) THENCE N 50°35'01" E, A DISTANCE OF 50.35 FEET; 8) THENCE S 70°33'02" E, A DISTANCE OF 56.47 FEET; 9) THENCE S 83°33'42" E, A DISTANCE OF 49.62 FEET; 10) THENCE N 88°49'24" E, A DISTANCE OF 47.21 FEET; 11) THENCE N 66°31'47" E, A DISTANCE OF 29.91 FEET; 12) THENCE S 85°49'15" E, A DISTANCE OF 40.19 FEET; 13) THENCE N 80°49'53" E, A DISTANCE OF 103.94 FEET; 14) THENCE S 69°56'24" E, A DISTANCE OF 42.29 FEET; 15) THENCE N 66°21'10" E, A DISTANCE OF 28.72 FEET; 16) THENCE N 57°45'22" E, A DISTANCE OF 22.02 FEET; 17) THENCE N 71°37'26" E, A DISTANCE OF 26.42 FEET; 18) THENCE N 42°06'18" E, A DISTANCE OF 54.70 FEET; 19) THENCE N 62°18'28" E, A DISTANCE OF 41.39 FEET; 20) THENCE S 50°45'52" E, A DISTANCE OF 59.07 FEET; 21) THENCE N 78°05'11" E, A DISTANCE OF 36.13 FEET; 22) THENCE S 47°42'25" E, A DISTANCE OF 24.52 FEET; 23) THENCE S 59°47'08" E, A DISTANCE OF 23.86 FEET; 24) THENCE S 74°06'04" E, A DISTANCE OF 29.10 FEET; 25) THENCE S 62°52'47" E, A DISTANCE OF 36.66 FEET; 26) THENCE N 85°58'46" E, A DISTANCE OF 41.09 FEET; 27) THENCE S 52°25'04" E, A DISTANCE OF 50.21 FEET; 28) THENCE S 52°45'57" E, A DISTANCE OF 38.01 FEET; 29) THENCE S 81°35'11" E, A DISTANCE OF 38.58 FEET; 30) THENCE S 40°41'16" E, A DISTANCE OF 51.36 FEET; THENCE DEPARTING SAID JURISDICTION LINE, S 52°24'44" E, A DISTANCE OF 642.31 FEET TO A POINT ON A U.S.A.C.O.E. AND F.D.E.P. JURISDICTION LINE; THENCE ALONG SAID JURISDICTION LINE, THE FOLLOWING FIFTY-SEVEN (57) CALLS; 1) THENCE S 61°53'29" E, A DISTANCE OF 59.11 FEET; 2) THENCE S 37°47'18" E, A DISTANCE OF 46.83 FEET; 3) THENCE S 08°35'46" W, A DISTANCE OF 72.33 FEET; 4) THENCE S 40°05'01" W, A DISTANCE OF 100.54 FEET; 5) THENCE S 50°23'16" W, A DISTANCE OF 63.76 FEET; 6) THENCE S 16°49'44" W, A DISTANCE OF 29.75 FEET; 7) THENCE S 67°07'49" W, A DISTANCE OF 100.61 FEET; 8) THENCE S 18°13'01" W, A DISTANCE OF 86.73 FEET; 9) THENCE S 24°27'39" W, A DISTANCE OF 47.30 FEET; 10) THENCE S 10°10'15" W, A DISTANCE OF 80.73 FEET; 11) THENCE S 04°04'49" W, A DISTANCE OF 73.60 FEET; 12) THENCE S 14°01'16" W, A DISTANCE OF 90.50 FEET; 13) THENCE S 25°55'42" W, A DISTANCE OF 66.13 FEET; 14) THENCE S 21°41'54" W, A DISTANCE OF 59.82 FEET; 15) THENCE S 14°40'36" W, A DISTANCE OF 61.32 FEET; 16) THENCE S 30°42'54" W, A DISTANCE OF 98.03 FEET; 17) THENCE S 88°59'48" W, A DISTANCE OF 76.24 FEET; 18) THENCE S 63°24'04" W, A DISTANCE OF 54.63 FEET; 19) THENCE S 27°39'52" W, A DISTANCE OF 35.36 FEET; 20) THENCE S 49°39'24" W, A DISTANCE OF 97.20 FEET; 21) THENCE S 49°18'14" E, A DISTANCE OF 105.86 FEET; 22) THENCE S 30°04'07" E, A DISTANCE OF 60.21 FEET; 23) THENCE S 41°07'43" W, A DISTANCE OF 23.84 FEET; 24) THENCE S 30°26'41" W, A DISTANCE OF 47.33 FEET; 25) THENCE S 06°46'48" W, A DISTANCE OF 52.81 FEET; 26) THENCE S 16°31'24" E, A DISTANCE OF 83.14 FEET; 27) THENCE S 25°41'33" E, A DISTANCE OF 81.97 FEET; 28) THENCE S 14°54'14" E, A DISTANCE OF 63.15 FEET; 29) THENCE S 17°29'23" E, A DISTANCE OF 43.34 FEET; 30) THENCE S 41°31'31" E, A DISTANCE OF 67.27 FEET; 31) THENCE S 03°51'41" W, A DISTANCE OF 67.58 FEET; 32) THENCE S 14°49'23" W, A

DISTANCE OF 51.00 FEET; 33) THENCE S 22°05'22" W, A DISTANCE OF 49.51 FEET; 34) THENCE S 36°44'31" W, A DISTANCE OF 29.54 FEET; 35) THENCE S 71°11'42" W, A DISTANCE OF 88.10 FEET; 36) THENCE N 50°43'34" W, A DISTANCE OF 35.07 FEET; 37) THENCE N 17°40'19" W, A DISTANCE OF 73.90 FEET; 38) THENCE N 46°22'25" W, A DISTANCE OF 31.86 FEET; 39) THENCE N 49°07'04" W. A DISTANCE OF 58.20 FEET; 40) THENCE N 50°56'49" W, A DISTANCE OF 40.06 FEET; 41) THENCE N 42°22'14" W, A DISTANCE OF 66.43 FEET; 42) THENCE N 59°39'42" W, A DISTANCE OF 47.30 FEET; 43) THENCE N 44°15'22" W, A DISTANCE OF 68.08 FEET; 44) THENCE N 73°19'53" W, A DISTANCE OF 39.40 FEET; 45) THENCE S 79°26'01" W, A DISTANCE OF 11.56 FEET; 46) THENCE S 79°26'01" W, A DISTANCE OF 4.10 FEET; 47) THENCE S 79°26'01" W, A DISTANCE OF 31.18 FEET; 48) THENCE S 88°37'59" W, A DISTANCE OF 40.66 FEET; 49) THENCE N 42°58'18" W, A DISTANCE OF 95.42 FEET; 50) THENCE N 42°54'56" W, A DISTANCE OF 47.32 FEET; 51) THENCE N 14°13'53" E, A DISTANCE OF 49.14 FEET; 52) THENCE N 25°04'30" W, A DISTANCE OF 55.38 FEET; 53) THENCE N 47°21'00" W, A DISTANCE OF 35.60 FEET; 54) THENCE N 25°43'41" W, A DISTANCE OF 31.96 FEET; 55) THENCE N 45°29'15" W, A DISTANCE OF 42.51 FEET; 56) THENCE N 44°47'29" W, A DISTANCE OF 52.49 FEET; 57) THENCE N 65°56'57" W, A DISTANCE OF 21.88 FEET; THENCE DEPARTING SAID JURISDICTION LINE, S 01°04'33" W, A DISTANCE OF 1007.74 FEET TO A POINT ON THE NORTH LINE OF AFORESAID SECTION 20; THENCE N 88°15'52" W ALONG SAID NORTH LINE, A DISTANCE OF 731.64 FEET; THENCE S 49°00'55" E, A DISTANCE OF 554.20 FEET TO A POINT ON A JOINT U.S.A.C.O.E. AND F.D.E.P. JURISDICTION LINE; THENCE ALONG SAID JURISDICTION LINE, THE FOLLOWING FORTY (40) CALLS: 1) S 57°31'42" E, A DISTANCE OF 14.35 FEET; 2) THENCE S 68°43'52" E, A DISTANCE OF 175.97 FEET; 3) THENCE S 70°09'45" E, A DISTANCE OF 184.86 FEET; 4) THENCE S 76°35'02" E, A DISTANCE OF 123.33 FEET; 5) THENCE S 77°40'25" E, A DISTANCE OF 304.17 FEET; 6) THENCE S 76°10'17" E, A DISTANCE OF 147.35 FEET; 7) THENCE S 73°00'33" E, A DISTANCE OF 165.72 FEET; 8) THENCE S 76°31'10" E, A DISTANCE OF 165.24 FEET; 9) THENCE S 69°21'10" E, A DISTANCE OF 81.15 FEET; 10) THENCE S 71°46'29" E, A DISTANCE OF 95.01 FEET; 11) THENCE N 84°56'11" E, A DISTANCE OF 87.29 FEET; 12) THENCE S 84°17'22" E, A DISTANCE OF 132.73 FEET; 13) THENCE S 67°07'10" E. A DISTANCE OF 130.21 FEET; 14) THENCE S 67°43'48" E, A DISTANCE OF 124.88 FEET; 15) THENCE S 66°08'58" E, A DISTANCE OF 114.32 FEET; 16) THENCE S 75°44'07" E, A DISTANCE OF 134.00 FEET; 17) THENCE S 71°33'55" E, A DISTANCE OF 90.49 FEET; 18) THENCE S 78°41'25" E, A DISTANCE OF 117.85 FEET; 19) THENCE S 63°06'46" E, A DISTANCE OF 87.61 FEET; 20) THENCE N 01°50'54" E, A DISTANCE OF 34.14 FEET; 21) THENCE S 71°01'47" E, A DISTANCE OF 74.48 FEET; 22) THENCE S 71°10'31" E, A DISTANCE OF 51.16 FEET; 23) THENCE S 88°25'51" E, A DISTANCE OF 80.37 FEET; 24) THENCE S 86°01'39" E, A DISTANCE OF 79.43 FEET; 25) THENCE S 86°03'15" E, A DISTANCE OF 63.99 FEET; 26) THENCE S 45°39'32" E, A DISTANCE OF 67.71 FEET; 27) THENCE S 82°12'28" E, A DISTANCE OF 105.53 FEET; 28) THENCE S 81°39'23" E, A DISTANCE OF 83.43 FEET; 29) THENCE S 89"24'11" E, A

DISTANCE OF 105.66 FEET; 30) THENCE S 75°01'38" E, A DISTANCE OF 97.98 FEET; 31) THENCE N 78°17'15" E, A DISTANCE OF 92.17 FEET; 32) THENCE S 71°50'49" E, A DISTANCE OF 141.30 FEET; 33) THENCE N 69°46'31" E, A DISTANCE OF 156.00 FEET; 34) THENCE S 44°21'22" E, A DISTANCE OF 69.27 FEET; 35) THENCE N 80°47'58" E, A DISTANCE OF 158.32 FEET; 36) THENCE S 74°20'51" E. A DISTANCE OF 236.60 FEET; 37) THENCE N 88°49'51" E, A DISTANCE OF 107.88 FEET; 38) THENCE N 86°16'08" E, A DISTANCE OF 101.47 FEET; 39) THENCE S 81°21'26" E, A DISTANCE OF 139.15 FEET; 40) THENCE S 63°26'06" E, A DISTANCE OF 28.16 FEET; THENCE DEPARTING SAID JURISDICTION LINE, N 01°20'39" E, A DISTANCE OF 66.80 FEET; THENCE N 01°20'39" E, A DISTANCE OF 103.67 FEET; THENCE N 01°20'39" E, A DISTANCE OF 361.34 FEET; THENCE N 27°09'08" E, A DISTANCE OF 137.48 FEET; THENCE N 28°10'23" W, A DISTANCE OF 151.73 FEET; THENCE S 61°49'44" W, A DISTANCE OF 239.28 FEET; THENCE N 88°39'21" W, A DISTANCE OF 246.67 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF GREAT HAMMOCK BEND (RIGHT OF WAY VARIES); THENCE N 01°20'39" E ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 1.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 350.00 FEET; THENCE ON SAID CURVED EASTERLY RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 29°31'02", AN ARC DISTANCE OF 180.31 FEET, (CHORD BEARING = N 13°24'52" W, CHORD = 178.32 FEET), TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 28°10'23" W ALONG SAID EASTERLY LINE, A DISTANCE OF 329.27 FEET TO A POINT OF INTERSECTION WITH A JOINT U.S.A.C.O.E. AND F.D.E.P. JURISDICTION LINE; THENCE ALONG SAID JURISDICTION LINE, THE FOLLOWING THIRTY-THREE(33) CALLS: 1) N 69°41'09" E, A DISTANCE OF 88.15 FEET; 2) THENCE N 67°42'52" E, A DISTANCE OF 74.49 FEET; 3) THENCE N 52°46'37" E, A DISTANCE OF 152.22 FEET; 4) THENCE N 38°52'02" E, A DISTANCE OF 77.18 FEET; 5) THENCE N 49°14'08" E, A DISTANCE OF 72.76 FEET; 6) THENCE N 44°25'44" E, A DISTANCE OF 80.17 FEET; 7) THENCE N 65°51'22" E, A DISTANCE OF 111.26 FEET; 8) THENCE N 53°09'37" E, A DISTANCE OF 64.76 FEET; 9) THENCE N 65°58'53" E, A DISTANCE OF 262.31 FEET; 10) THENCE N 88°59'46" F, A DISTANCE OF 54.22 FEET; 11) THENCE S 62°01'01" E, A DISTANCE OF 149.83 FEET; 12) THENCE S 81°46'28" E, A DISTANCE OF 125.60 FEET; 13) THENCE N 68°46'18" E, A DISTANCE OF 80.59 FEET; 14) THENCE N 12°45'36" E, A DISTANCE OF 79.28 FEET; 15) THENCE N 53°22'26" E, A DISTANCE OF 140.62 FEET; 16) THENCE N 34°09'49" E, A DISTANCE OF 100.99 FEET; 17) THENCE N 63°17'21" E, A DISTANCE OF 33.42 FEET; 18) THENCE N 02°59'20" E, A DISTANCE OF 68.27 FEET; 19) THENCE N 44°06'17" E, A DISTANCE OF 21.72 FEET; 20) THENCE N 35°56'08" E, A DISTANCE OF 37.66 FEET; 21) THENCE N 45°37'19" E, A DISTANCE OF 24.11 FEET; 22) THENCE S 68°32'32" E, A DISTANCE OF 56.37 FEET; 23) THENCE S 78°01'13" E, A DISTANCE OF 71.64 FEET; 24) THENCE N 61°23'48" E, A DISTANCE OF 69.79 FEET; 25) THENCE N 61°45'33" E, A DISTANCE OF 46.64 FEET; 26) THENCE S 88°41'28" E, A DISTANCE OF 71.80 FEET; 27) THENCE S 78°53'18" E, A DISTANCE OF 47.01 FEET; 28) THENCE S 69°08'57" E, A DISTANCE OF 76.78 FEET; 29) THENCE S

51°55'18" E, A DISTANCE OF 38.82 FEET; 30) THENCE S 59°55'20" E, A DISTANCE OF 64.67 FEET; 31) THENCE S 55°49'07" E, A DISTANCE OF 66.64 FEET; 32) THENCE N 49°15'42" E, A DISTANCE OF 40.82 FEET; 33) THENCE S 50°50'43" E, A DISTANCE OF 66.17 FEET; THENCE DEPARTING SAID JURISDICTION LINE, S 88°15'25" E, A DISTANCE OF 74.05 FEET; THENCE N 01°44'35" E, A DISTANCE OF 540.49 FEET; THENCE S 88°32'42" E, A DISTANCE OF 1311.45 FEET; THENCE N 01°52'52" E, A DISTANCE OF 1295.65 FEET; THENCE S 85°29'18" W, A DISTANCE OF 661.30 FEET; THENCE N 88°08'19" W, A DISTANCE OF 892.32 FEET; THENCE N 07°34'01" E, A DISTANCE OF 691.68 FEET; THENCE S 86°45'25" E, A DISTANCE OF 165.00 FEET; THENCE N 01°44'35" E, A DISTANCE OF 2061.53 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

SAID PARCEL CONTAINING 779.33 ACRES, MORE OR LESS. [33,947,740 SQUARE FEET]

## **3C**



LLS Tax Solutions Inc. 2172 W. Nine Mile Rd. #352 Pensacola, FL 32534 Telephone: 850-754-0311

Email: liscott@llstax.com

November 1, 2023

Hammock Bay Community Development District c/o Inframark Infrastructure Management Services 210 N. University Drive, Suite 702 Coral Springs, Florida 33071

Thank you for choosing LLS Tax Solutions Inc. ("LLS Tax") to provide arbitrage services to Hammock Bay Community Development District ("Client") for the following bond issue. This Engagement Letter describes the scope of the LLS Tax services, the respective responsibilities of LLS Tax and Client relating to this engagement and the fees LLS Tax expects to charge.

• \$3,175,000 Hammock Bay Community Development District Special Assessment Revenue Refunding Note, Series 2016

### **SCOPE OF SERVICES**

The procedures that we will perform are as follows:

- Assist in calculation of the bond yield, unless previously computed and provided to us.
- Assist in determination of the amount, if any, of required rebate to the federal government.
- Issuance of a report presenting the cumulative results since the issue date of the issue of Note.
- Preparation of necessary reports and Internal Revenue Service ("IRS") forms to accompany any required payment to the federal government.

As a part of our engagement, we will read certain documents associated with each issue of Note for which services are being rendered. We will determine gross proceeds of each issue of Note based on the information provided in such bond documents. You will have sole responsibility for determining any other amounts not discussed in those documents that may constitute gross proceeds of each series of Note for the purposes of the arbitrage requirements.

### TAX POSITIONS AND REPORTABLE TRANSACTIONS

Because the tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage calculations. Unless you instruct us otherwise, we will take the reporting position most favorable to you whenever reasonable. Any of your bond issues may be selected for review by the IRS, which may not agree with our positions. Any proposed adjustments are subject to

certain rights of appeal. Because of the lack of clarity in the law, we cannot provide assurances that the positions asserted by the IRS may not ultimately be sustained, which could result in the assessment of potential penalties. You have the ultimate responsibility for your compliance with the arbitrage laws; therefore, you should review the calculations carefully.

The IRS and some states have promulgated "tax shelter" rules that require taxpayers to disclose their participation in "reportable transactions" by attaching a disclosure form to their federal and/or state income tax returns and, when necessary, by filing a copy with the Internal Revenue Service and/or the applicable state agency. These rules impose significant requirements to disclose transactions and such disclosures may encompass many transactions entered into in the normal course of business. Failure to make such disclosures will result in substantial penalties. In addition, an excise tax is imposed on exempt organizations (including state and local governments) that are a party to prohibited tax shelter transactions (which are defined using the reportable transaction rules). Client is responsible for ensuring that it has properly disclosed all "reportable transactions" and, where applicable, complied with the excise tax provision. The LLS Tax services that are the subject of this Engagement Letter do not include any undertaking by LLS Tax to identify any reportable transactions that have not been the subject of a prior consultation between LLS Tax and Client. Such services, if desired by Client, will be the subject of a separate engagement letter. LLS Tax may also be required to report to the IRS or certain state tax authorities certain tax services or transactions as well as Client's participation therein. The determination of whether, when and to what extent LLS Tax complies with its federal or state "tax shelter" reporting requirements will be made exclusively by LLS Tax. LLS Tax will not be liable for any penalties resulting from Client's failure to accurately and timely file any required disclosure or pay any related excise tax nor will LLS Tax be held responsible for any consequences of its own compliance with its reporting obligations. Please note that any disclosure required by or made pursuant to the tax shelter rules is separate and distinct from any other disclosure that Client might be required to or choose to make with its tax returns (e.g., disclosure on federal Form 8275 or similar state disclosure).

### PROFESSIONAL FEES AND EXPENSES

Our professional fees for the services listed above for the three annual bond years ending January 26, 2024, January 26, 2025, and January 26, 2026, is \$1,800, which is \$600 for each year. We will bill you upon completion of our services. Our invoices are payable upon receipt. Additionally, you may request additional consulting services from us upon occasion; we will bill you for these consulting services at a beforehand agreed upon rate.

Unanticipated factors that could increase our fees beyond the estimate given above include the following (without limitation). Should any of these factors arise we will alert you before additional fees are incurred.

- Investment data provided by you is not in good order or is unusually voluminous.
- Proceeds of Note have been commingled with amounts not considered gross proceeds of the Note (if that circumstance has not previously been communicated to us).
- A review or other inquiry by the IRS with respect to an issue of Note.

The Client (District) has the option to terminate this Agreement within ninety days of providing notice to LLS Tax Solutions Inc. of its intent.

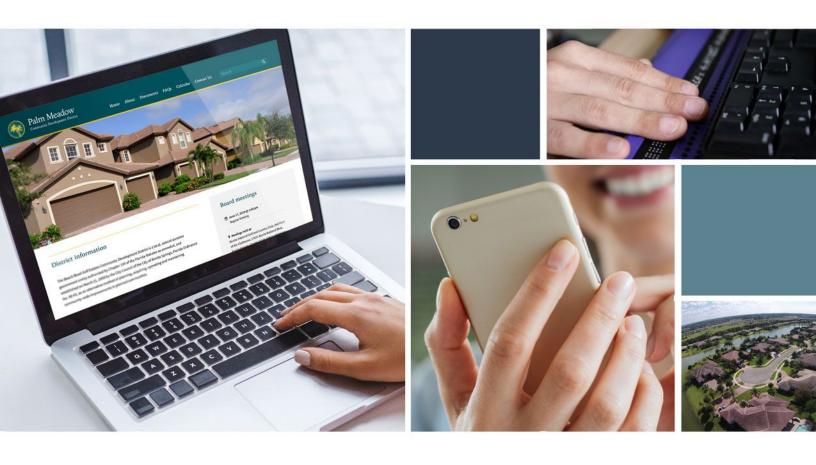
### ACCEPTANCE

You understand that the arbitrage services, report and IRS forms described above are solely to assist you in meeting your requirements for federal income tax compliance purposes. This Engagement Letter constitutes the entire agreement between Client and LLS Tax with respect to this engagement, supersedes all other oral and written representations, understandings or agreements relating to this engagement, and may not be amended except by the mutual written agreement of the Client and LLS Tax.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to us. Thank you again for this opportunity to work with you.

LLS Tax Solutions Inc.	AGREED AND ACCEPTED: Hammock Bay Community Development District
LLS Tax Solutions Inc.	Hammock Bay Community Development District
	Ву:
By: Linda L. Scott	Print Name
Linda L. Scott, CPA	Title
	Date:

# 3D.



# Keeping your community informed. And you compliant.

### Hammock Bay Community Development District

Proposal date: 11 / 30 / 2023

Proposal ID: RFROP-ENYBF-7GDKT-GUTR7

Pricing	2
Services	3-5
FAQs	6
Statement of work	7-8
Terms and conditions	9-12



Ted Saul

Director - Digital Communication

○ Certified Specialist



Included

### **Pricing**

Effective date: 12 / 15 / 2023

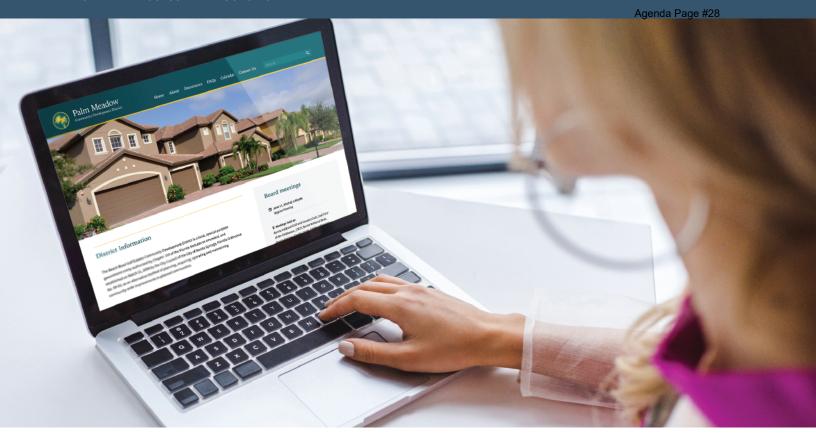
Social Media Manager

Implementation	Quantity	Subtotal
On-boarding of ADA Compliant Website and Remediation of Historical Documents	1	\$1,512.30
<ul> <li>Migration website pages and present on a staged website for approval</li> <li>Initial PDF Accessibility Compliance Service for unlimited pages of remediation</li> </ul>		
Annual ongoing services	Quantity	Subtotal
Website services	1	\$615.00
<ul> <li>Hosting, support and training for users</li> <li>Website management tools to make updates</li> <li>Secure certification (https)</li> <li>Monthly accessibility site reporting, monitoring and error corrections</li> </ul>		
<ul> <li>Ongoing PDF Accessibility Compliance Service</li> <li>Remediation of all PDFs stored on your website</li> <li>Remediation of unlimited PDF pages</li> <li>Dashboard for reporting and managing all PDFs</li> <li>48-hour turnaround for fixes for board agendas</li> <li>PDF manager dashboard</li> </ul>	Unlimited	\$937.50

\*Maximum PDF pages per 12 month period

**Total:** \$3,064.80





# Accountable, compliant communications

Keeping your residents and property owners informed is a big responsibility – one that requires constant diligence. Staying current with the laws that apply to public access to district records, reports and other legal requirements presents a big challenge for many CDD communities.

When it comes to your website and all the web-based documents you are required to publish, they all need to be fully accessible. Florida statutes and federal laws require you and every special district be compliant with ADA (Americans with Disabilities Act) and accessibility regulations.

### Keeping it all accessible - and legal

Campus Suite provides the total accessibility solution to keep all your web communications and web documents on the right side of these laws – specifically chapters 189 and 282 of the Florida Statutes.

### **Designed for districts**



Easy-to-update website, hosting and support



Worry-free ADA-compliance, auditing and full reporting



Meets Florida statutes and federal laws



Save CDD board time and money





# Keeping your community informed and compliant.



# We'll handle all your website and document accessibility.

We take on the responsibility of making and keeping your website fully accessible to people with disabilities. We know what's at stake if your website is not ADA-compliant, so we handle it all – monitoring, reporting, and remediation.

### We stand behind our seal of approval.

Each page of your website will have our official certification of a website that meets the required accessibility standards.

# A website with all the features your district needs.

Communication is key to success in any organization, and your community development district is no exception. At Campus Suite, we understand the unique communication needs of CDDs and create a comprehensive website that serves as your communication hub.

Your property owners and residents will come to depend on the wealth of information at their fingertips. And your board members, management team and staff will come to rely on the role your website serves in streamlining the critical communications functions you're required by law to provide.

### Maintain ADA compliance:

- ✓ Website and documents meet WCAG 2.1 requirements
- ✓ Monthly accessibility scanning audits and reporting
- ✓ In-house team that fixes all of the accessibility errors
- ✓ On-demand PDF remediation (48-hour turnaround)

### Your district website features:

- ✓ Professional website design
- ✓ Easy-to-use tools to make updates
- √ Total document management
- ✓ Support and training for users
- ✓ Calendar of events
- ✓ Clubhouse and rental scheduling
- ✓ Meeting notices and minutes





### A trusted name for compliance.

For over 15 years, Campus Suite has built a reputation helping public schools across the country eliminate communication barriers and improve school community engagement. We do it by creating easy-to-use, affordably priced websites featuring professional design, unmatched customer service, and paving a leadership role in website accessibility.

We've helped districts build web accessibility policies and websites, and even created contingency plans for responding to web issues and complaints from the OCR (U.S. Office for Civil Rights). These include detailed resolution plans when clients need to respond to avoid fines and the negative publicity that sometimes surrounds non-compliance.

Campus Suite has also pioneered educating public institutions about website accessibility by establishing the Website Accessibility Education Center, a valuable resource for website administrators..









### Frequently asked questions

### For PDF service, what is the price per page?

Pricing can range based on the volume of PDFs you have on your website and if it is part of the initial remediation or the on-demand service. The price range is between \$1.05 per page to \$1.75 per page.

### What does the PDF scan and remediation process look like?

You'll upload your documents to the dashboard. We are notified and begin setting up the scan. After the fixes are made, we put the documents back onto the dashboard and you are notified. You then put them back to the appropriate location on your website.

### What does the ADA managed service process for our website look like?

Our team performs monthly scans of your site utilizing software. Our team then goes through the results and fixes the content-related errors by hand. A report is produced for your records and uploaded to your ADA dashboard. Any outlying issues we may encounter, you will be notified until the issue is resolved.

### How long does it take?

For non-urgent doc remediation, we can scan and fix up to 2000 pages per week. We also have urgent services available for an additional fee with a turnaround time of 48 hours.

### What standards do you follow for ADA?

We follow WCAG AA 2.1 guidelines

### Are there any hidden fees?

No.

### How long does it take to build the website?

It depends upon your responsiveness, but generally only a couple of weeks.

### Can we change the design of our website?

Our themes are customizable to address your preferences. There are some guardrails in place to help ensure ADA compliance to a degree, but you can select colors, images, etc...

### Do your sites offer a calendar?

Yes. This site can be utilized in many different ways. One of which is a calendar to help with your clubhouse availability/rental schedule.

### Statement of work

- 1. **On-boarding of ADA Compliant Website and Remediation of Historical Documents.** Contractor will deliver a functional, responsive, working ADA compliant website that can display content submitted to the Contractor by the District. At a minimum, the website and the documents on the website will:
  - 1. Comply with the guidelines provided by Web Content Accessibility Guidelines 2.1, as amended and/or replaced by new releases from time to time ("WCAG");
  - Contain a website accessibility policy that includes: a commitment to accessibility for persons
    with disabilities, the accessibility standard used and applied to the website (at a minimum
    WCAG), and contact information of the District Manager or their designee (email and phone
    number) in case users encounter any problems;
  - 3. Display an ADA compliance shield, seal, or certification;
  - 4. Provide options to create a CDD-branded design (colors, logo, etc...)
  - 5. Be accessible on modern versions of Internet Explorer, Edge, Mozilla, Safari, and Chrome web browsers and be "mobile friendly" and offer a "mobile version" of the sites content for access from tablets or smart phones.
  - 6. Be free of any commercial advertising;
  - 7. Be free of any known spyware, virus, or malware;
  - 8. Secure certification (https)
  - 9. Secure cloud hosting with fail-overs
  - 10. Allow for data backups, and record retention as required by law;
  - 11. Allow for the display a calendar, reservation request form, and newsletter;
  - 12. Creation of a dashboard for the District to upload and remove content, manage all documents, manage document remediation, and review reports generated by the Contractor; and
  - 13. Remediate unlimited pages identified by the District for the new website in an ADA compliant format.\*
- 2. **Domain Fee.** The Contractor shall pay the annual fee for the domain name of the District's website.
- 3. Maintenance and Management of the Website.
  - 1. Contractor will manage and maintain the website;
  - 2. Remediate in an ADA compliant format new documents (a not to exceed Unlimited pages per year) uploaded by the District Manager to the document portal;\*
    - For Agenda Packages, the Contractor shall turn around the documents within 2 business days
  - 3. District shall be responsible for uploading the documents onto the document portal for the website. Upon completion of the remediation services, Contractor shall ensure that the remediated documents are live on the website. Contractor shall ensure that the District only has the ability to upload documents to the document portal (not the ability to make documents go live on the website) or remove documents on the website and cannot alter any other aspect of the website;

Agenda Page #33

- 4. Contractor will store all District data, including files, text and parameters; data will be backed-up on a separate storage system at regular intervals; and
- 5. The ADA compliant website will be on-line at all times unless maintenance or upgrades require it to be unavailable. When maintenance or upgrades require the website to be unavailable, Contractor will provide the District with reasonable advance notice in writing.

### 4. Monthly Auditing and Remediation Services.

- 1. Every month Contractor will comprehensively audit the website's compliance with (1) WCAG and (2) any applicable laws, rules, and regulations (including, the Department of Justice);
- 2. After the audit, Contractor will remediate any web accessibility deficiencies of the website or content on the website; and
- 3. The Contractor will provide a written report to the District that summarizes the audit and any remediations made.
- 5. **Support Services.**Contractor will supply telephone and/or email support to the District on a reasonable and necessary basis to within business hours Monday to Friday 9 am to 6 pm EST, exclusive of holidays. The Contractor will provide a listing of detailed hours, holidays, and service availability on their website, and reserves the right to modify the times technical support is available.

<sup>\*</sup>If certain PDFs are not able to be fully remediated, Contractor shall work with the District to create a summary of the content in the PDF and provide contact information if anyone needs reasonable accommodations to access the full content within that PDF.

### **Website Creation and Management Agreement**

This Website Creation and Management Agreement (this "Agreement") is entered into as of 12 / 15 / 2023, between the Hammock Bay Community Development District, whose mailing address is 210 N University Dr, STE 702, Coral Springs, FL 33607 (the "District") and Innersync Studio, LLC., an Ohio limited liability company (d/b/a Campus Suite), whose mailing address is 752 Dunwoodie Dr., Cincinnati, Ohio 45230 (the "Contractor").

### **Background Information:**

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. The District is required to have a website and desires to have a website created, regularly updated, managed, inspected, and remediated to ensure compliance with the Americans with Disabilities Act (the "ADA"). The Contractor has the technical expertise to provide the above-mentioned services. The District desires to retain the Contractor to provide services as described in this Agreement.

### **Operative Provisions:**

- **1. Incorporation of Background Information.** The background information stated above is true and correct and by this reference is incorporated as a material part of this Agreement.
- **2. Scope of Services.** The Contractor will perform all work, including all labor, equipment, and supervision necessary to perform the services described in the "Statement of Work" attached hereto.
- **3. Term and Renewal.** The initial term of this Agreement will be for one year from the date of this Agreement. At the end of the initial term, this Agreement will automatically renew for subsequent one-year terms pursuant to the same price and contract provisions as the initial term, until terminated by either party pursuant to the termination provisions below.

### 4. Termination.

- a. Either party may terminate this Agreement without cause, with an effective termination date of the next scheduled renewal date, by providing at least thirty (30) days written (letter, facsimile, email) notice to the other party prior to the next renewal date.
- b. Either party may terminate this Agreement with cause for material breach provided, however, that the terminating party has given the other party at least thirty (30) days written (letter, facsimile, email) of, and the opportunity to cure the breach.

### c. Upon termination of this Agreement:

- i. The Contractor will be entitled to payment for 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 the Contractor. If any deposit or advanced payments exceeds these costs, Contractor will refund the appropriate amount to the District.
- ii. The Contractor will provide the District or its designee with all domain names, authorizations, usernames, passwords, and content (including remediated content) in the format in which it was stored on the server, at a cost not to exceed \$50 to the District.
- iii. The Contractor will be permitted to remove its name and ADA compliance shield, seal, or certificate from the website on the effective date of the termination.
- iv. If the Contractor was using certain software (including content management software) that is proprietary and was licensed to the District during the term of the Agreement, then the Contractor shall coordinate with the District as to the end of the license or simply create a simple splash page of the District with information on the transition to a new website.

### 5. Compensation and Prompt Payment.

- a. Upon execution of this Agreement, the District agrees to pay Contractor for a one-time payment of \$1,512.30 for the On-boarding of ADA Compliant Website and Remediation of Historical Documents.
- b. Starting on December 15, 2023 the District agrees to compensate the Contractor \$1,552.50 for Domain Fee, Maintenance and Management of the Website, Monthly Auditing and Remediation Services, and Support Services as described in the Statement of Work. The District shall make such payments in advance of the services to be provided. Contractor will provide the District with an invoice on a annual basis for work to be performed. The District will pay Contractor within 15 days of receipt of the invoice.
- **6. Additional Work.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties will agree in writing to an addendum (for changes to the regular services) or work authorization order (for all other services). The Contractor will be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.
- **7. Ownership of Website, Domain Name, and Content.** The District will be the owner of the website, domain name, and all content (including remediated content provided by the Contractor) on the website.
- **8.** No Infringement of Intellectual Property. Contractor warrants and represents that neither the Statement of Work nor any product or services provided by Contractor will infringe, misappropriate, or otherwise

violate the intellectual property rights of any third-party. Contractor shall take all steps to ensure that the District has no access to confidential software or data that is proprietary (whether it's the Contractor's or another provider's through a license agreement).

- **9. Promotion.** The District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).
- **10. Warranty.** The Contractor warrants that the work: (a) will conform to the requirements of the Statement of Work, (b) will be performed in a prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and WCAG regulations, and (c) will be performed without defects in workmanship or in code. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.
- 11. Relationship Between the Parties. It is understood that the Contractor is an independent contractor and will perform the services contemplated under this Agreement. As an independent contractor, nothing in this Agreement will be deemed to create a partnership, joint venture, or employer-employee relationship between the Contractor and the District. The Contractor will not have the right to make any contract or commitments for, or on behalf of, the District without the prior written approval of the District. The Contractor assumes full responsibility for the payment and reporting of all local, state, and federal taxes and other contributions imposed or required of the Contractor during the performance of services to the District.
- 12. Compliance with Governmental Regulations. The Contractor will comply with necessary economic, operational, safety, insurance, and other compliance requirements imposed by federal, state, county, municipal or regulatory bodies, relating to the contemplated operations and services hereunder. The Contractor warrants and represents the Contractor is currently in compliance with and will hereafter comply with all federal, state and local laws and ordinances relating in any way to the services provided hereunder. Contractor is solely responsible for complying with all applicable laws pertaining to website accessibility, including but not limited to the ADA and those certain WCAG standards, and other web accessibility guidelines as amended from time to time.
- **13. Insurance**. Contractor will, at its own expense, maintain commercial general liability insurance coverage of no less than \$1,000,000 for the duration of the term of this Agreement and for any renewals of the term, as mutually agreed upon by the parties, which names the District, its officers, agents, staff, and employees as an additional insured. The Contractor will deliver to the District proof of insurance referred to herein or a certificate evidencing the coverage provided pursuant to this Agreement. Such insurance policy may not be canceled without a thirty-day written notice to the District. The Contractor will maintain Workers Compensation insurance as required by law.

- **14. Limitation of Liability.** Either party's total liability under this Agreement, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by the District to the Contractor during the twelvementh period immediately preceding the occurrence or act or omission giving rise to any claim. Contractor shall not be liable for ADA compliance of any content posted by the District without first being remediated by the Contractor.
- **15. Indemnification.** Contractor agrees to, subject to the limitation of liability described above, indemnify, defend and hold the District and its supervisors, officers, managers, agents and employees harmless from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries or damage of any nature, arising out of, or in connection with, the work to be performed by Contractor, including litigation or any appellate proceedings with respect thereto. Contractor further agrees that nothing herein will constitute or be construed as a waiver of the Districts limitations on liability contained in Section 768.28, Florida Statutes, or other statute or law. Any subcontractor retained by the Contractor will acknowledge the same in writing. Obligations under this section will include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- **16.** Conditions Precedent Prior to Any Litigation. In the event that either party is dissatisfied with the other party and as a condition precedent prior to commencing any litigation, such party shall communicate in writing to the other party with their specific concerns. The parties shall make a good faith effort toward the resolution of any such issues. If the parties are not able to reach a mutually acceptable solution, then either party may request arbitration at their own expense. If such arbitration is requested, it shall be held within sixty (60) days of such request.
- 17. Remedies in the Event of Default. Subject to the limitation of liability described above, a default by either party under this Agreement will entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.
- **18.** Controlling Law. This Agreement is governed under the laws of the State of Florida with venue in the county the District is located in.
- **19. Enforcement of Agreement.** Only after satisfying the conditions precedent prior to any litigation above, in the event it becomes necessary for either party to institute legal proceedings in order to enforce the terms of this Agreement, the prevailing party will be entitled to all costs, including reasonable attorney's fees at both trial and appellate levels against the non-prevailing party, with a not to exceed limit of the total amount

of fees paid by the District to the Contractor during the twelve-month period immediately preceding the occurrence or act or omission giving rise to any claim.

20. Public Records. Contractor acknowledges the District is a special purpose unit of local government in the State of Florida, and that all documents of any kind provided to or in possession of Contractor in connection with this Agreement are subject to Florida's public records laws, pursuant to Chapter 119, Florida Statutes. As required under Section 119.0701, Florida Statutes, Contractor will (a) keep and maintain public records that would ordinarily and necessarily be required by the District in order to perform the Service Provided, b) provide the public with access to public records on the same terms and conditions that the District would provide the records and at a cost that does not exceed the cost of reproduction permitted by law, (c) ensure that public records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law, and (d) meet all requirements for retaining public records and transfer, at no cost to the District, all public records in possession of the Contractor upon termination of this Agreement, and 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 the information technology systems of the District. Upon receipt by Contractor of any request for copies of public records, Contractor will immediately notify the District of such request. Failure of Contractor to comply with public records laws to the extent required by statute may result in immediate termination of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARD	ING THE APPLICATION OF CHAPTER 119,
FLORIDA STATUTES, TO THE CONTRACTOR'S D	UTY TO PROVIDE PUBLIC RECORDS
RELATING TO THIS AGREEMENT, CONTACT THI	E CUSTODIAN OF PUBLIC RECORDS AT
, OR BY EMAIL	AT, OR BY
REGULAR MAIL AT	

- **21. Scrutinized Companies.** Pursuant to Section 287.135, Florida Statutes, Contractor represents that in entering into this Agreement, the Contractor has not been designated as a "scrutinized company" under the statute and, in the event that the Contractor is designated as a "scrutinized company", the Contractor will immediately notify the District whereupon this Agreement may be terminated by the District.
- **22. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in full force and effect.
- **23. Assignment.** This Agreement is not transferrable or assignable by either party without the written approval of both parties.
- 24. Amendment. This Agreement may not be altered, changed or amended, except by an instrument in

writing, signed by both parties hereto.

- **25. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. 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.
- **26.** Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original; however, all such counterparts together will constitute, but one and the same instrument.
- **27. Entire Agreement.** This Agreement contains the entire agreement and neither party is to rely upon any oral representations made by the other party, except as set forth in this Agreement. This Agreement supersedes and subsumes any prior agreements. To the extent that any provisions of this Agreement conflict with the provisions in any exhibit, the provisions in this Agreement controls over provisions in any exhibit.

Innersync Studio, LLC.		Hammock Bay Community Develo	pment District
Ted Saul Account Manager	Date	Print name	Date

## **3E.**

#### **RESOLUTION 2024-1**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAMMOCK BAY COMMUNITY DEVELOPMENT DISTRICT CONFIRMING THE DISTRICT'S USE OF THE WALTON COUNTY SUPERVISOR OF ELECTIONS TO CONTINUE CONDUCTING THE DISTRICT'S ELECTION OF SUPERVISORS IN CONJUNCTION WITH THE GENERAL ELECTION.

WHEREAS, the Hammock Bay Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Walton County, Florida; and

WHEREAS, the Board of Supervisors of Hammock Bay Community Development District (hereinafter the "Board") previously implemented section 190.006(3)(a) 2.c., Florida Statutes, to instruct the Walton County Supervisor of Elections (the "Supervisor") to conduct the District's supervisor General Elections; and

WHEREAS, the Supervisor has requested the District adopt a resolution confirming the District's use of the Supervisor for the purpose of conducting the District's future supervisor elections in conjunction with the General Election; and

WHEREAS, the District desires to continue to use the Supervisor for the purpose of conducting the District's supervisor elections in conjunction with the General Election.

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

<u>Section 1</u>. The Board is currently made up of the following individuals: Robert Sullivan, Mark Lane, Tim Edwards, Mary Barnes and David Underwood.

**Section 2.** The term of office for each member of the Board is as follows:

Seat No.	<u>Supervisor</u>	<u>Term</u>	<b>Expiration Date</b>
1.	Robert Sullivan	4 Years	11/2024
2.	Mark Lane	4 Years	11/2024
3.	Tim Edwards	4 Years	11/2024
4.	Mary Barnes	4 Years	11/2026
5.	David Underwood	4 Years	11/2026

<u>Section 3.</u> Seat 1, currently held by Robert Sullivan, Seat 2, currently held by Mark Lane and Seat 3, currently held by Tim Edwards, are scheduled for the General Election in November 2024.

Section 4. Pursuant to section 190.006(8), Florida Statutes, members of the Board shall

be entitled to receive for his or her services an amount not to exceed \$200 per meeting of the Board, not to exceed \$4,800 per year per member.

- <u>Section 5.</u> The term of office for the individuals to be elected to the Board in the November 2024 General Election is four years.
- **Section 6.** The new Board members shall assume office on the second Tuesday following their election.
- <u>Section 7.</u> The District hereby instructs the Supervisor to continue conducting the District's elections in conjunction with the General Election. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.

#### PASSED AND ADOPTED THIS 23rd DAY OF FEBRUARY 2024.

ATTEST:	HAMMOCK BAY COMMUNITY DEVELOPMENT DISTRICT		
	DEVELOTMENT DISTRICT		
Assistant Secretary / Secretary	Vice Chairman / Chairman		

## **Fourth Order of Business**

**4A** 

1 2 3	MINUTES OF THE MEETING HAMMOCK BAY COMMUNITY DEVELOPMENT DISTRICT
4	The Board of Supervisors of the Hammock Bay Community Development District held a
5	on meeting on July 25, 2023, at 1:00 p.m. (CST) at the Hammock Bay Lake Club located at 1830
6	Great Hammock Bend, Freeport, FL 32439.
7	
8	Present and constituting a quorum were:
9	Tim Edwards Chair
10	Robert Sullivan Vice-Chair
11	Mark Lane Assistant Secretary
12	David Underwood Assistant Secretary
13 14	Mary Barnes Assistant Secretary
15	Also present were:
16	Bob Koncar District Manager
17	Tucker Mackie District Counsel (via Teams)
18	Rick Welch District Engineer (via Teams)
19	Residents
20 21 22	The following is a summary of the minutes and actions taken.
23 24	FIRST ORDER OF BUSINESS  Call to Order / Roll Call  Mr. Koncar called the meeting to order. Board and staff identified themselves for the
25	record.
26 27	SECOND ORDER OF BUSINESS Public Comment on Agenda Items
28	• None.
29 30	THIRD ORDER OF BUSINESS  Business Items
31	• Discussion ensued on the boundaries of the District.
32	• Ms. Mackie noted Mr. Koncar distributed a map that highlights the District's current
33	boundaries. It is the effect of two things $-1$ ) when the District was created it was over
34	certain properties that are no longer in the District's boundaries as the result of a boundary
35	amendment that took place in 2007. The green areas were removed, and the red areas were
36	added. Issued in 2004 were a series of bonds that benefitted the first phase of the
37	development which would have been to the right of the spine road that runs through the
38	center of the District. Those bonds paid for utilities and roadways within those
39	subdivisions. The District did not finance the public improvements that ultimately went

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- into Phase 2 of the District as identified in the Engineer's Report. Those costs were paid by the developer and were not funded through the District. As it stands the District does not own any property within the District's boundaries nor does it maintain any improvements. To the extent there were ancillary items such as subdivision headings or landscape within rights-of-way constructed by the District, those improvements are maintained by the HOA through an agreement with the CDD. The District's budget, that is included in the agenda package, includes in terms of expenditures outside of administrative costs expenses related to the service of the District's outstanding debt. There are no maintenance costs being assessed to any properties, Phase 1 or Phase 2, that address more typical items of maintenance.
- Ms. Mackie addressed a boundary amendment and if it would benefit the District noting at the current moment the District exists to service debt alone, it does not have any other responsibilities.
- Discussion ensued on the Walton County Tax Collector and assessment rolls. Ms. Mackie noted the Property Appraiser has the metes and bounds of the District and this is what is provided to the County for them to provide the roll.
- A map of the District boundaries was requested.
- Discussion ensued on what happens to the District once the Debt Service is paid in full. A resident raised a question on whether residents can be additionally assessed by the CDD for storm damage or such.
  - Mr. Koncar noted residents are assessed based on the Assessment Methodology. He addressed CDD's ability to do a special assessment in case of an emergency noting this does not happen very often.
  - Ms. Mackie noted the District does not own anything that it is obligated to maintain. It may be worth the District Manager, District Counsel and District Engineer to confirm this, but the District records do not have the District owning or operating anything. The agreement with HOA may have been put in place in anticipation that the District would own certain improvements that it never did as result of only utilities and roadways being constructed by the District.
- Mr. Lane inquired if the Board, in Ms. Mackie's opinion, should revisit the 2004 agreement with the HOA and developer and make sure they are all on the same page.

71	0	Ms. Mackie noted to the extent that they have an agreement that purports to assign
72		the HOA maintenance responsibility over certain District assets, if there are none,
73		there is no need for the agreement and terminating upon agreement of all the parties
74		recognizing that fact would clarify it for those confused. They need to confirm that
75		is the case and that the District will not be taking on any responsibilities in the
76		future for any improvements whether they are in Phase 1 or Phase 2.
17	0	Mr. Koncar noted they can take that on as an action item for the next meeting.
78		District staff can go through the agreement and make a final determination of does

• Ms. Barnes noted they did not answer the resident's question regarding whether residents can be further assessed by the CDD.

the District own any property and report at the next meeting.

- Ms. Mackie noted that based on what they know today to be confirmed that the District does not maintain any improvements the likelihood that in the event of a natural disaster or the need to repair any infrastructure, the likelihood of the District levying an assessment for that purpose in the future is virtually nil based on the fact that the District does not own, operate or maintain anything.
- o Discussion continued on assessments and special assessments.

#### A. Public Hearing FY 2024 Budget

On MOTION by Mr. Sullivan seconded by Ms. Barnes, with all in favor, the public hearing was opened.

• A resident inquired if assessments are going up. Mr. Koncar noted they are not.

On MOTION by Mr. Sullivan seconded by Ms. Barnes, with all in favor, the public hearing was closed.

#### i. Consideration of Resolution 2023-4 Adopting the Budget

On MOTION by Mr. Sullivan seconded by Ms. Barnes, with all in favor, Resolution 2023-4 adopting the budget for Fiscal Year 2024 was adopted.

#### ii. Consideration of Resolution 2023-5 Levy Assessments

107 108 109		On MOTION by Mr. Edwards seconded by Mr. Sullivan, with all in favor, Resolution 2023-5 levying assessments was adopted.
110 111 112	•	<ul><li>B. Acceptance of the Audit for FY 2022</li><li>Mr. Koncar reviewed the audit for Fiscal Year 2022.</li></ul>
113	•	Mr. Edwards addressed the \$6,700 of prepayment revenue that was not accrued as of
114		September 30, 2022. He inquired if in the future when deficiencies are found that they get
115		more into what the checks and balances are in the system.
116		o Mr. Koncar noted they can; he will get the finance team to provide a response which
117		he will provide as part of the meeting note follow-up.
118		
119 120 121		On MOTION by Mr. Sullivan seconded by Ms. Barnes, with all in favor, the audit for fiscal year ended September 30, 2022 was accepted.
122		C Wakaita Disaussian
123 124	•	C. Website Discussion  Mr. Koncar noted this was carryover from the previous meeting on using the website and
125		what they want on the website.
126	•	Discussion ensued on resident's being able to obtain their CDD balance to pay it off. They
127		need to somehow communicate with residents how to pay it, what address to send a check
128		to or some type of yearly statement.
129		o Mr. Koncar outlined the process in place for debt service payoff requests. They
130		can add an address to the website where requests will go directly to the finance
131		team.
132		O Discussion ensued on having a site where residents can get this information
133		themselves. Mr. Koncar noted he will check into this.
133		themserves. Wif. Rolled noted he will effect into this.
135 136 137	FOU	ATH ORDER OF BUSINESS Consent Agenda A. Consideration of Minutes of the April 27, 2023 Workshop and Meeting
138 139		On MOTION by Ms. Barnes seconded by Mr. Sullivan, with all in favor, the April 27, 2023 minutes were approved.
140 141		B. June Financials and O&M Report
142	•	It was noted Supervisors have not been paid, Mr. Lane and Mr. Underwood declined

compensation.

- A question was raised regarding the \$10 Commission fee for Supervisors.
  - o Mr. Koncar noted it required for elected officials.

On MOTION by Ms. Barnes seconded by Mr. Sullivan, with all in favor, the June financials were approved.

#### FIFTH ORDER OF BUSINESS

#### **Vendor/Staff Reports**

A. District Counsel

- No additional report.
- Mr. Underwood inquired how this District measures up against the rest of the Districts throughout Florida and how do they know if they do not have anything to compare it to.
  - Ms. Mackie noted the District employees Kutak Rock and Inframark ensure that the District is maintaining compliance with Florida law with respect to the operation of the District. They also make sure the District in compliance with the terms of agreements entered into primarily for this District it is the Indenture for the issuance of the bonds. To the extent that he is asking about the District's compliance with respect to any of those things, they would tell them that is what they are here for and that is what is happening. To the extent that there are issues based on gaps in knowledge, as new Supervisors come on Board, or as there is a transition from the developer to the residents, it is also something they are here to help that transition process occur. The questions she and Mr. Koncar hear as districts are maturing and transitioning over to residents and determining what the course has been previously and what course they want to chart for the future. She thinks they are getting a semblance of what that might be given Board commentary today.
  - o Mr. Underwood noted he is looking for who does the heavy lifting does the Board do that and point staff in the right direction or does the management company and the legal community point the Board in the right direction to go.
  - Mr. Koncar noted they are the executive Board so they provide the plan for staff to follow. Today the Board has given staff direction they want to look at deficiencies, a direct line of payment for assessments, look at a referral on the website, and those are the things they do as the executive Board and it is up to staff to carry those out.

- Mr. Lane addressed the Chair noting they need to set some type of goals of what they are trying to accomplish and get everybody's input to help guide the program to what they are trying to achieve. He would like to hear from the other Board members where they are at.
  - Mr. Edwards inquired if he could articulate what he thinks the Board's mission currently is and if he thinks it should evolve from that what he thinks it should evolve to.
  - Mr. Lane noted his observation is they are failing in communication. The mission is to make it a glide path to target 2035, trying to keep the costs as reasonable as they can be, and make it fair across the board to the District. Presently, there is only one portion of the residents that are sharing that financial burden, and he thinks it should be evaluated equally and fairly.
  - Ms. Barnes noted she agrees with that and there is a need for more transparency.
     Transparency across the board needs to be revisited.
  - o Mr. Edwards noted specifically improved upon.
  - Mr. Underwood addressed transparency, his interest in the District and how it came about. He has gained a little insight on how it was formed and why they ended up in the situation they are in. With regard to Mr. Lane's request for a matrix, they are not operations and that is where you would see a heavy input on metrics and measurements, they are simply working a financial plan to work it down to zero. Part of his goals, he likes the comment about trying to improve communications with all the homeowners. None of the west side folks get any communication about the District. How they do that is a challenge for them, he likes the idea of the boundary validation; it will be a key part of the transition to try to phase the District out. What is the close-out cost, do you want to pay the debt off early, it is going to be some tough discussions about whether or not they want to increase who gets the assessments; he would like to see that option explored.
  - o Mr. Sullivan noted since he has lived here there has been a lot of heartburn, about one half being in the CDD and paying it and the other half not paying. Everyone needs to get over that; it is done. The developer asked for that CDD and applied for it, he needed money to put in the initial infrastructure and once that was done, he did not use that for the rest of the property that was developed. If you bought a

home in the CDD you are going to abide by the rules of the State of Florida that
created it until it does not exist anymore. The Board is here to spend the least
amount of money they can to service that debt to get it paid down to 2035 when it
is paid. They are here to make sure it does not cost any more than it already is.

- Mr. Edwards noted he has not been as inquisitive, he got on the Board to make sure the debt was paid off. He thinks if there is a desire to explore new avenues it is something well within the charter of the District; they could do more, but would have to have a majority vote for it. If there is a cost to it, the hurdle maybe high, but he does not think they should discourage the discussion. If they want to look at doing something they should articulate it so they can have the discussion in the meetings and if need be, vote on it. If they want to expand on their mission something needs to be presented to Mr. Koncar so it can be placed on the agenda.
- O Mr. Koncar noted he thinks one of the things that would help is if they establish a Goals and Objectives process. He would ask each of the Board members to give him three to five things/broad goals and at the next meeting they will put them together and that becomes the plan. He, Ms. Mackie and Mr. Welch from that would put together a work plan of how they are going implement those goals.
- o Mr. Lane addressed having more meetings to accomplish what they want to do and have more conversation.
- o Mr. Koncar addressed a special meeting to vote on the Goals and Objectives.
- Mr. Lane introduced Ms. Debbie Hughes noting she is in charge of the HOA and key element to the partnership.

#### **B.** District Engineer

• No report.

#### C. District Manager

- i. Meeting Schedule for Fiscal Year 2024
- Mr. Koncar outlined the schedule for fiscal year 2024.
- Discussion ensued on the meeting schedule and whether they need four meetings with Mr.

  Koncar noting they can cancel if they decide they do not need the meeting.

240 241 242 243	On MOTION by Mr. Edwards seconded by Ms. Barnes, with all in favor, the meeting schedule for FY 2024 was approved.
244 245 246	SIXTH ORDER OF BUSINESS  Board of Supervisors Requests and Comments  Mr. Edwards addressed the meetings for the Goals and Objectives and suggested that those
247 248	who have not, waive their supervisor fee for those meetings. He does not want to discourage discussions because of the costs.
249 250 251 252 253 254 255 256 257 258	<ul> <li>Mr. Lane addressed communication and inquired what newspaper is being used to advertise the meetings. He mentioned the Defuniak Herald and Northwest Florida Daily News. He inquired if it would be possible for the HOA to do an eblast for the CDD.         <ul> <li>Mr. Koncar noted it does not fulfil the advertising requirements, but every resident would get the fact that the District is having a meeting.</li> <li>Ms. Hughes noted they could put something on the bulletin board in the office also.</li> </ul> </li> <li>SEVENTH ORDER OF BUSINESS         <ul> <li>Audience Questions, Comments and Discussion Forum</li> </ul> </li> </ul> <li>A resident commended the Board for deciding to meet and discuss these things. She</li>
259 260 261 262 263 264	addressed figuring out definitive black and white answers to the simple questions that homeowners want to know.  EIGHTH ORDER OF BUSINESS Adjournment  On MOTION by Mr. Lane seconded by Mr. Sullivan, with
265 266 267 268 269 270 271	all in favor, the meeting was adjourned.  Secretary/Assistant Secretary  Chairman/Vice Chairman

1 2 3	MINUTES OF THE MEETING HAMMOCK BAY COMMUNITY DEVELOPMENT DISTRICT
4	The Board of Supervisors of the Hammock Bay Community Development District held a
5	special meeting on November 3, 2023, at 1:00 p.m. (CST) at the Hammock Bay Lake Club located
6	at 1830 Great Hammock Bend, Freeport, FL 32439.
7	
8	Present and constituting a quorum were:
9	Tim Edwards Chair
10	Robert Sullivan Vice-Chair
11	Mark Lane Assistant Secretary
12	Mary Barnes Assistant Secretary
13	A.1
14	Also present were:
15	Bob Koncar District Manager Tucker Mackie District Counsel (via Teams)
16 17	Tucker Mackie District Counsel (via Teams) Rick Welch District Engineer (via Teams)
18	Residents  Residents
19	Residents
20 21	The following is a summary of the minutes and actions taken.
22 23	FIRST ORDER OF BUSINESS  Call to Order / Roll Call  Mr. Koncar called the meeting to order noting there is a quorum.
24 25	SECOND ORDER OF BUSINESS Public Comment on Agenda Items
26	• Mr. Edwards addressed the Sunshine Law noting the Board members cannot speak with
27	each other about District business outside of a meeting.
28	• Resident comments were received about posting agendas, email blasts and confusion about
29	meeting dates and times.
30 31 32 33	<ul> <li>THIRD ORDER OF BUSINESS         <ul> <li>Business Items</li> <li>Discussion of Goals and Objectives</li> </ul> </li> <li>Mr. Koncar noted input were received from the five Supervisors and those have been</li> </ul>
34	consolidated into four goals and once approved they can be posted on the website.
35	o Goal #1: Improve Communications
36	<ul> <li>What functions the District performs.</li> </ul>
37	<ul> <li>Resident Information on Bonds. A phones number has been posted on the</li> </ul>
38	website that residents can call and two email addresses to obtain information
39	on their specific bond. Completed.

40		•	Enhance community involvement in District matters, e-blast to residents,
41			items to be posted on website.
42		•	Yearly statements to residents on their accounts.
43		•	Annual report to residents on District activities and achievements.
44		•	Utilize e-blast through the HOA.
45		•	Utilize the Defuniak Herald as the newspaper for legal notices.
46		•	Address issues for all residents (non-assessed and assessed).
47	0	Goal #	2: Document Review
48		•	Review District documents and agreements for updating.
49		•	Review the mission statement.
50	0	Goal #	t3: Long-term financial plan
51		•	Update the District map to show areas being assessed and those that are not
52			with explanations.
53		•	Review the Operation and Maintenance Expenses and develop a long-term
54			financial plan.
55		•	Identify current assets of the District.
56		•	Identify liabilities for District owned assets.
57		•	Identify potential projects/issues that would require an increase in District
58			indebtedness.
59		•	Identify the impact of financial claims that could be made upon the District.
60		•	Identify any legal requirements that would create financial liabilities for the
61			District.
62	0	Goal #	4: Develop an Exit Strategy for the District.
63		•	Identify if a potential merger with the City of Freeport is feasible prior to
64			the payoff of the District bonds.
65		•	Develop an action for District dissolution.
66			
67 •	A resid	dent cor	mmented on not receiving an agenda for the meeting.
68	0	Mr. K	oncar noted it is posted on the District website.
69 •	The B	oard int	roduced themselves.

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70	•	Discussion ensued on resident email addresses and the CDD not maintaining a list of the
71		same. Ms. Mackie addressed public records requests, noting anybody could ask for those
72		email addresses.

- It was suggested an e-blast with the District website information be sent.
- Discussion ensued on the Goals.
- 75 o Goal #1: Improve Communications
  - Mr. Koncar addressed including a "Resident Updates" tab on the website at https://hammockbaycdd.com.
    - Ms. Mackie addressed yearly statements to residents noting any resident can call or email for the information directly related to their parcel.
    - An annual report will be provided to the Board for review prior to dissemination.
  - o Goal #2: Document Review
    - It was noted that the Ordinance created in 2004 and the agreement with the HOA need to be reviewed as they pertain to the exit strategy.
    - Mission Statement
  - o Goal #3: Long-term financial plan
    - Mr. Lane outlined the assessed and non-assessed areas.
    - Based on the Walton County Tax Roll all of Hammock Bay is in the District with the exception of the trails and Park View. All sub-divisions are subject to non-ad valorem assessments.
    - Discussion continued on assessments. Ms. Mackie addressed O&M and Debt Service assessments for Phase 1 and Phase 2.
    - Discussion ensued on roadways.
- Mr. Lane noted he has to leave and inquired if there were any resolutions they need to vote
   on today.
- Ms. Mackie addressed the Amended and Restated Disclosure of Public Finance noting
   action on this item can be deferred to the next meeting.
- 98 Mr. Sullivan noted his position is that he does not want to increase anyone's maintenance 99 costs. He addressed the refinancing of the bonds five years ago and reducing the interest 100 rate.

101 102		The record will reflect Mr. Sullivan left the meeting.	
103 104	•	A question was raised about when the next meeting is. Mr. Koncar noted it is Febr	ruary 22,
105		2024, at 1:00 p.m. central time.	
106 107		o Goal #3: Long-term financial plan (continued)	
108		<ul> <li>Update the District map.</li> </ul>	
109		<ul> <li>Identify current assets of the District and what liabilities for the san</li> </ul>	me. Ms.
110		Mackie noted the District does not own, operate or maintain any as	ssets and
111		has no liability for assets they do not own.	
112 113		<ul> <li>Goal #4: Develop an Exit Strategy for the District.</li> </ul>	
114		<ul> <li>Review legal and practical aspects of a merger with the City of</li> </ul>	Freeport
115		prior to the payoff of District bonds.	
116		<ul> <li>Ms. Mackie noted this is not a viable option and would be happy to</li> </ul>	address
117		it at the next meeting, so all Board members receive that information	on.
118 119 120	•	B. Discussion of District Owned Property Previously addressed.	
121 122 123 124		RTH ORDER OF BUSINESS  Board of Supervisors Requests and Comments  H ORDER OF BUSINESS  Audience Questions, Comments and C	
125		Discussion Forum	
126	•	A question was raised regarding a cost of \$150 to obtain pay-off information. Mr	. Koncar
127		noted if a resident just wants to know the bond amount on their home, there is no c	harge to
128		the resident. If there is a request for an estoppel letter there is a charge.	
129	•	A question raised on whether the District incurs administrative expenses every time	e a home
130		within the District is bought and sold. Mr. Koncar noted the District does not	incur an
131		expense.	
132	•	A resident addressed the O&M assessment and inquired about the cashflow. Mr	. Koncar
133		noted the funds stay with the District and being they are public funds they are au	dited by
134		an independent auditor each year.	

35	• A question was raised regarding setting up a site where residents can log in with their parcel						
36	number to see their ongoing and yearly statement.						
37	• A question was raised on who could draw money from the bond. Discussion ensued on						
38	being a member of the Board of Supervisors and what the Board could vote to do within						
39	the parameters of a public purpose.						
40	• Discussion ensued on paying off Debt Service but being billed on their tax bill. It was						
41	noted there is sometimes an issue with different agencies getting their records updated.						
42							
43 44	SIXTH ORDER OF BUSINESS Adjournment						
45 46 47 48 49 50	On MOTION by Ms. Barnes seconded by Mr. Edwards, with all in favor, the meeting was adjourned.						
51 52	Secretary/Assistant Secretary Chairman/Vice Chairman						

**4B** 

# Hammock Bay Community Development District

Financial Statements (Unaudited)

Period Ending December 31, 2023

Prepared by:



2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607 Phone (813) 873-7300 ~ Fax (813) 873-7070

#### **Balance Sheet**

As of December 31, 2023 (In Whole Numbers)

ACCOUNT DESCRIPTION	G 	ENERAL FUND	ERIES 2016 BT SERVICE FUND	GENERAL (ED ASSETS FUND	LC	GENERAL DNG-TERM EBT FUND	TOTAL
<u>ASSETS</u>							
Cash - Operating Account	\$	67,777	\$ -	\$ -	\$	-	\$ 67,777
Cash in Transit		-	166,900	-		-	166,900
Accounts Receivable		-	6,741	-		-	6,741
Due From Other Funds		-	24,435	-		-	24,435
Investments:							
Prepayment Account		-	569	-		-	569
Reserve Fund		-	25,000	-		-	25,000
Revenue Fund		-	229,075	-		-	229,075
Fixed Assets							
Improvements Other Than Buildings (IOTB)		-	-	14,553,296		-	14,553,296
Amount Avail In Debt Services		-	-	-		276,671	276,671
Amount To Be Provided		-	-	-		1,893,329	1,893,329
TOTAL ASSETS	\$	67,777	\$ 452,720	\$ 14,553,296	\$	2,170,000	\$ 17,243,793
LIABILITIES							
Accounts Payable	\$	11,939	\$ -	\$ -	\$	-	\$ 11,939
Accrued Expenses		21	-	-		-	21
Accounts Payable - Other		16,478	-	-		-	16,478
Bonds Payable		-	-	-		2,170,000	2,170,000
Due To Other Funds		24,435	-	-		-	24,435
TOTAL LIABILITIES		52,873	-	-		2,170,000	2,222,873

#### **Balance Sheet**

As of December 31, 2023 (In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2016 DEBT SERVICE FUND	GENERAL FIXED ASSETS FUND	GENERAL LONG-TERM DEBT FUND	TOTAL
FUND BALANCES					
Restricted for:					
Debt Service	-	452,720	-	-	452,720
Unassigned:	14,904	-	14,553,296	-	14,568,200
TOTAL FUND BALANCES	14,904	452,720	14,553,296	-	15,020,920
TOTAL LIABILITIES & FUND BALANCES	\$ 67,777	\$ 452,720	\$ 14,553,296	\$ 2,170,000	\$ 17,243,793

#### Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2023 General Fund (001) (In Whole Numbers)

ACCOUNT DESCRIPTION		ANNUAL ADOPTED BUDGET		YEAR TO DATE ACTUAL		RIANCE (\$) V(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD	
REVENUES								
Special Assmnts- Tax Collector	\$	57,540	\$	52,981	\$	(4,559)	92.08%	
TOTAL REVENUES		57,540		52,981		(4,559)	92.08%	
<u>EXPENDITURES</u>								
<u>Administration</u>								
Supervisor Fees		1,600		-		1,600	0.00%	
ProfServ-Arbitrage Rebate		650		-		650	0.00%	
ProfServ-Trustee Fees		4,025		-		4,025	0.00%	
District Counsel		1,000		2,519		(1,519)	251.90%	
District Engineer		1,767		195		1,572	11.04%	
Management & Accounting Services		34,790		8,698		26,092	25.00%	
Auditing Services		6,950		-		6,950	0.00%	
Website Compliance		1,500		750		750	50.00%	
Postage, Phone, Faxes, Copies		150		6		144	4.00%	
Public Officials Insurance		1,838		5,000		(3,162)	272.03%	
Legal Advertising		250		449		(199)	179.60%	
Bank Fees		100		-		100	0.00%	
Website Administration		500		94		406	18.80%	
Dues, Licenses, Subscriptions		135		175		(40)	129.63%	
Total Administration		55,255		17,886		37,369	32.37%	
Other Physical Environment								
Insurance - General Liability		2,285		2,582		(297)	113.00%	
Total Other Physical Environment		2,285		2,582		(297)	113.00%	
							1	
TOTAL EXPENDITURES		57,540		20,468		37,072	35.57%	
Excess (deficiency) of revenues								
Over (under) expenditures		-		32,513		32,513	0.00%	
FUND BALANCE, BEGINNING (OCT 1, 2023)				(17,609)				
FUND BALANCE, ENDING			\$	14,904				

#### Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2023 Series 2016 Debt Service Fund (201) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL		VARIANCE (\$) FAV(UNFAV)		YTD ACTUAL AS A % OF ADOPTED BUD
DEVENUE						
REVENUES						
Interest - Investments	\$ -	\$	3,264	\$	3,264	0.00%
Special Assmnts- Tax Collector	204,845		197,876		(6,969)	96.60%
TOTAL REVENUES	204,845		201,140		(3,705)	98.19%
EXPENDITURES						
Debt Service						
Principal Debt Retirement	140,000		25,000		115,000	17.86%
Interest Expense	64,845		33,248		31,597	51.27%
Total Debt Service	204,845		58,248		146,597	28.44%
TOTAL EXPENDITURES	204,845		58,248		146,597	28.44%
Excess (deficiency) of revenues						
Over (under) expenditures			142,892		142,892	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)			309,828			
FUND BALANCE, ENDING		\$	452,720			

#### Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending December 31, 2023 General Fixed Assets Fund (900) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
TOTAL REVENUES	-		<u>-</u>	0.00%
EXPENDITURES				
TOTAL EXPENDITURES	-			0.00%
Excess (deficiency) of revenues  Over (under) expenditures			<u> </u>	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		14,553,296	}	
FUND BALANCE, ENDING		\$ 14,553,296	;	

#### **HAMMOCK BAY CDD**

Bank Reconciliation

Bank Account No. 4124 Trustmark National Bank- GF- Operating

 Statement No.
 12-23

 Statement Date
 12/31/2023

G/L Balance (LCY)	67,776.70	Statement Balance	234,676.89
G/L Balance	67,776.70	Outstanding Deposits	0.00
Positive Adjustments	0.00	-	
		Subtotal	234,676.89
Subtotal	67,776.70	Outstanding Checks	166,900.19
Negative Adjustments	0.00	Differences	0.00
		_	
Ending G/L Balance	67.776.70	Ending Balance	67.776.70

Difference 0.00

Posting Date	Document Type	Document No.	Description		Amount	Cleared Amount	Difference
Checks							
11/27/2023 11/30/2023	•	1256 1257	HAMMOCK BAY CDD EGIS INSURANCE ADVISORS, LLC		7,194.46 5,000.00	7,194.46 5,000.00	0.00 0.00
12/14/2023		1258	HAMMOCK BAY CDD		20,105.41	20,105.41	0.00
Total Check	«s				32,299.87	32,299.87	0.00
Deposits							
12/15/2023		JE000163	Debt Service/ Tax Revenue	G/L	211,587.46	211,587.46	0.00
12/29/2023		JE000164	Debt Service/ Tax Revenue	G/L	4,659.97	4,659.97	0.00
Total Depos	sits				216,247.43	216,247.43	0.00
Outstanding Checks							
12/21/2023	Payment	1259	HAMMOCK BAY CDD		166,900.19	0.00	166,900.19
Total Outstanding Checks						166,900.19	

## HAMMOCK BAY CDD

## **Summary of Operations and Maintenance Invoices**

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
INFRAMARK LLC	105781	\$14.21		DISRICT SERVICES NOVEMBER 2023
INFRAMARK LLC	106821	\$2,920.00		DISRICT INVOICE OCTOBER 2023
INFRAMARK LLC	106822	\$2,920.00		DISRICT INVOICE NOVEMBER 2023
INFRAMARK LLC	107117	\$2,899.17	\$8,753.38	DISTRICT SERVICES DECEMBER 2023
Monthly Contract Subtotal		\$8,753.38		
Variable Contract		\$0.00		
Variable Contract Subtotal		\$0.00		
Utilities		\$0.00		
Utilities Subtotal		\$0.00		
Regular Services				
GANNETT FLORIDA LOCALIQ	0006064695	\$149.55		AD SERVICES
HAMMOCK BAY CDD	11302023-1	\$20,105.41		SERIES 2016 FY24 TAX DIST ID FY24#2
HAMMOCK BAY CDD	12152023-01	\$166,900.19	\$187,005.60	SERIES 2016 FY24 TAX DIST ID #3
KUTAK ROCK LLP	3328023	\$2,519.00		GENERAL - PROFESSIONAL LEGAL SERVICES
Regular Services Subtotal		\$189,674.15		
Additional Services		\$0.00		
Additional Services Subtotal		\$0.00		
TOTAL		\$198,427.53		

Approved (with any necessary revisions noted):

## HAMMOCK BAY CDD Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description

Signature:		
Title (Check o	ne):	
[ ] Chariman	[ ] Vice Chariman	[ ] Assistant Secretary



**BILL TO** 

Hammock Bay CDD 2005 Pan Am Cir Ste 300 Tampa FL 33607-6008 United States #105781 CUSTOMER ID C2282

PO#

INVOICE

**DATE** 11/30/2023

NET TERMS

Net 30

**DUE DATE** 12/30/2023

Services provided for the Month of: November 2023

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage	6	Ea	0.63		3.78
Eric Davidson 9-22-23 DNH*GODADDY.COM : domain renewal \$10.43	1	Ea	10.43		10.43
Subtotal					14.21

\$14.21	Subtotal
\$0.00	Tax
\$14.21	Total Due

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



**BILL TO** 

Hammock Bay CDD 2005 Pan Am Cir Ste 300 Tampa FL 33607-6008 United States

Services provided for the Month of: October 2023

INVOICE# #106821 CUSTOMER ID C2282 PO# DATE
12/15/2023
NET TERMS
Net 30
DUE DATE

1/14/2024

INVOICE

QTY	UOM	RATE	MARKUP	AMOUNT
1	Ea	2,899.17		2,899.17
1	Ea	20.83		20.83
				2,920.00
	QTY 1 1	1 Ea	1 Ea 2,899.17	1 Ea 2,899.17

\$2,920.00	Subtotal
\$0.00	Tax
\$2,920.00	Total Due

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



**BILL TO** 

Hammock Bay CDD 2005 Pan Am Cir Ste 300 Tampa FL 33607-6008 United States

Services provided for the Month of: November 2023

INVOICE# #106822 CUSTOMER ID C2282 PO# DATE
12/15/2023
NET TERMS
Net 30

INVOICE

**DUE DATE** 1/14/2024

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
District Management	1	Ea	2,899.17		2,899.17
Website Maintenance / Admin	1	Ea	20.83		20.83
Subtotal					2,920.00

\$2,920.00	Subtotal
\$0.00	Tax
\$2,920.00	Total Due

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



**BILL TO** 

Hammock Bay CDD 2005 Pan Am Cir Ste 300 Tampa FL 33607-6008 United States INVOICE# #107117 CUSTOMER ID C2282

PO#

DATE
12/21/2023
NET TERMS
Net 30
DUE DATE

1/20/2024

INVOICE

Services provided for the Month of: December 2023

DESCRIPTION	QTY	UOM	RATE	MARKUP	AMOUNT
Postage	2	Ea	0.63		1.26
Website Maintenance / Admin	1	Ea	20.83		20.83
District Management	1	Ea	2,899.17		2,899.17
Subtotal					2,921.26

\$2,921.26	Subtotal
\$0.00	Tax
\$2,921.26	Total Due

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



ACCOU	NT NAME Age	ACCOUNT #	PAGE#
Hammock Bay	Comm Develop	522872 1 of 1	
STATEMENT#	BILLING PERIOD	PAYMENT DUE DATE	
0006064695	Nov 1- Nov 30, 2023	December 20, 2023	
PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL CASH AMT DUE*	
\$0.00	\$0.00	\$149.55	

#### **BILLING ACCOUNT NAME AND ADDRESS**

Hammock Bay Comm Develop Natalie Poland/Cathy Deck 2005 Pan Am Cir. Ste. 120 Tampa, FL 33607-2529

ոլ]ին վեն գոնլաիկիցիյթքինընդնականի ականիկին հենրե

Legal Entity: Gannett Media Corp.

Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.

All funds payable in US dollars.

BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@ccc.gannett.com

FEDERAL ID 47-2390983

To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number: PANA\_2028368

Date	Description	Amount
11/1/23	Balance Forward	\$149.55

As an incentive for customers, we provide a discount off the total invoice cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and Save!

Total Cash Amount Due \$149.55
Service Fee 3.99% \$5.97
\*Cash/Check/ACH Discount -\$5.97
\*Payment Amount by Cash/Check/ACH \$149.55
Payment Amount by Credit Card \$155.52

ACCOU	NT NAME	NAME ACCOUNT NUMBER STATEMENT NUMBER		STATEMENT NUMBER		AMOUNT PAID	
Hammock Bay	Comm Develop	5	22872	0006064695			
CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL CASH AMT DUE	
\$0.00	\$149.55	\$0.00	\$0.00	\$0.00	\$0.00	\$149.55	
EMITTANCE ADD	RESS (Include Accounts	& Invoice# on check)	TO PAY WITH CREE			TOTAL CREDIT CARD AMT DUE	
			VISA MASTE	RCARD DISCOV	ER 🔲 AMEX	\$155.52	
	nett Florida Locali PO Box 631244	2	Card Number				
	nati, OH 45263-12	244	Exp Date /	/	CVV Code		
			Signature		Date		

### CHECK REQUEST FORM Hammock Bay

Date: 12/5/2023

Invoice#: 11302023-1

Vendor#: V00035

Vendor Name: Hammock Bay

Pay From: Trustmark Acct# 4124

**Description:** Series 2016 - FY 24 Tax Dist ID FY24#2

Code to: 200.103200.1000

Amount: \$20,105.41

12/5/2023

Requested By: Teresa Farlow

### DISTRICT CHECK REQUEST

Today's Date	11/30/2023
Check Amount	<u>\$20,105.41</u>
Payable To	Hammock Bay CDD
<b>Check Description</b>	Series 2016 - FY 24 Tax Dist. ID FY24#2
Special Instructions	Do not mail. Please give to Eric Davidson
(Please attach all supporting docum	nentation: invoices, receipts, etc.)  Alex
	Authorization
DM	
Fund <u>001</u>	
G/L <u>20702</u>	
Object Code	

# W:\DMS\Client Files\Hammock Bay CDD 310\Financial Services\Accounting\Debt Service\FY 2024\Hammock Bay FY 2024 DS SCHEDULE

## HAMMOCK BAY CDD

### TAX REVENUE RECEIPTS AND TRANSFER SCHEDULE Fiscal Year 2024 - Tax Year 2023

	Dollar Amounts	Fiscal Year 2024 Percentages	ercentages
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

		21.12%	21.12%	78.88%	78.88%			
Date Received	Amount Received	Raw Numbers Operations Revenue	Rounded Operations Revenue	Raw Numbers 2016 Debt Service Revenue	Raw Numbers Rounded 2016 Debt 2016 Debt Service Revenue	Proof	Date Transferred / Distribution ID	Payments / CDD Check #
11/9/2023	9,120.76	1,926.30	1,926.30	7,194.46	7,194.46		FY24 #1	1256
10/27/2023	86.28	18.22	18.22	90.89	90.89			
10/31/2023	3,118.83	658.70	658.70	2,460.13	2,460.13			
11/30/2023	25,488.60	5,383.19	5,383.19	20,105.41	20,105.41		FY24#2	
		•	-	1	•	1		
		-	1	1				
		-	-	-	1			
		-	-	-	•			
		-	1					
		-	1	s	-	1		
			-	r	t			
		-	-	-	-			
		•	-	1	1			
		-	_		•			
		-	_	r				
		•	-	-	-	1		
		F	-	-				
TOTAL	37,814.47	7,986.42	7,986.41	29,828.05	29,828.06			
Net Total on								
	272,794.68		57,619.48		215,175.20			,
Collection								
Surplus /								
(Deficit)	(234,980.21)		(49,633.07)		(185,347,14)			

### 2023 TAX ROLL DISTRIBUTION #2

FUNDS	TOT	TAL
Hammock Bay		
Total Taxes Collected	\$	26,008.77
Commission Retained	\$	520.17
Total Distributed	\$	25,488.60
	\$	25,488.60
	\$	25,488.60

### CHECK REQUEST FORM Hammock Bay

Date: 12/15/2023

Invoice#: 12152023-01

Vendor#: V00035

Vendor Name: Hammock Bay

Pay From: Trustmark Acct# 4124

**Description:** Series 2016 - FY 24 Tax Dist ID FY24#3

Code to: 200.103200.1000

Amount: \$166,900.19

12/15/2023

Requested By: Teresa Farlow

### DISTRICT CHECK REQUEST

Today's Date		12/15/2023	
Check Amou	nt	\$166,900.19	
Payable To		Hammock Bay CDD	
Check Descri	ption	<u>Series 2016 - FY 24 Ta</u>	ax Dist. ID FT24#3
Special Instru	ictions	Do not mail. Please giv	e to Eric Davidson
(Please attach	all supporting docur	nentation: invoices, rece	ipts, etc.) Alex
			Authorization
			*
DM			
Fund	001	-	
G/L	20702		

Date

Object Code

Chk

TAX REVENUE RECEIPTS AND TRANSFER SCHEDULE Fiscal Year 2024 - Tax Year 2023

	Dollar Amounts	Fiscal Year 2024 Percentages	ercentages
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

		21.12%	21.12%	78.88%	78.88%			
Date Received	Amount Received	Raw Numbers Operations Revenue	Rounded Operations Revenue	Raw Numbers 2016 Debt Service Revenue	Raw Numbers Rounded 2016 Debt 2016 Debt Service Revenue	Proof	Date Transferred / Distribution ID	Payments / CDD Check #
11/9/2023	9,120.76	1,926.30	1,926.30	7,194.46	7,194.46		FY24 #1	1256
10/27/2023	86.28	18.22	18.22	90.89	90.89	,		
10/31/2023	3,118.83	658.70	658.70	2,460.13	2,460.13	,		
11/30/2023	25,488.60	5,383.19	5,383.19	20,105.41	20,105.41		FY24#2	
12/15/2023	211,587.46	44,687.27	44,687.27	166,900.19	166,900.19		FT24#3	
		-	_	-	-	٠		,
		•	-	7	-			
		•	-	-	-			
		1	_	-	-	-		
		-	_	-	_	-		
		•	_	-	-	-		
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		1	1	•	_	-		
		1	1	1	1	1		
		ı	6		1	1		
		1	1	•				
		•	-	-	-			
TOTAL	249,401.93	52,673.69	52,673.68	196,728.24	196,728.25	1		
Net Total on								
Roll	272,794.68		57,619.48		215,175.20			
Collection								
Surplus/								
(Deficit)	(23,392.75)		(4,945.80)		(18,446.95)			

Distribution Details: 13 for HAMMOCK BAY (HE			re, ca), installment (tp, re, c 12/03/2023	ca)
District/Agency	Туре	Amount	Commission (ZZZ)	
HAMMOCK BAY CDD (HB)	n/a	\$2	215,905.57	\$4,318.11
HAMMOCK BAY (HB)	Total	\$2	215,905.57	\$4,318.11
	Wire Total	\$2	211,587.46	

### KUTAK ROCK LLP

### TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

December 22, 2023

**Check Remit To:** 

Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

### **ACH/Wire Transfer Remit To:**

ABA #104000016
First National Bank of Omaha
Kutak Rock LLP
A/C # 24690470

Reference: Invoice No. 3328023 Client Matter No. 9323-1

Notification Email: eftgroup@kutakrock.com

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

Invoice No. 3328023

9323-1

### Re: General

### For Professional Legal Services Rendered

10/19/23	T. Mackie	0.50	152.50	Conference with District management regarding meeting schedule
10/20/23	T. Mackie	1.00	305.00	Prepare for Board meeting and review agenda package
10/31/23	T. Mackie	0.50	152.50	Prepare for Board meeting; review correspondence from Koncar; conference with Lane
11/02/23	T. Mackie	1.90	579.50	Prepare for Board meeting; review agenda package; conference with Koncar; conference with Lane
11/03/23	T. Mackie	2.60	793.00	Prepare for and attend Board meeting by phone; follow-up from meeting
11/03/23	D. Wilbourn	1.10	170.50	Prepare amended and restated disclosure of public financing

### KUTAK ROCK LLP

Hammock Bay CDD December 22, 2023 Client Matter No. 9323-1 Invoice No. 3328023 Page 2

11/09/23	T. Mackie	0.70	213.50	Conference with Popelka and Koncar regarding assessment map and
11/10/23	T. Mackie	0.50	152.50	review matters pertaining to same Attend call with District staff regarding assessment roll
TOTAL HO	OURS	8.80		
TOTAL FO	R SERVICES RI	ENDERED		\$2,519.00

TOTAL CURRENT AMOUNT DUE

\$2,519.00

### Hammock Bay Community Development District

Financial Statements (Unaudited)

Period Ending January 31, 2024

Prepared by:



2005 Pan Am Circle ~ Suite 300 ~ Tampa, Florida 33607 Phone (813) 873-7300 ~ Fax (813) 873-7070

### **Balance Sheet**

As of January 31, 2024 (In Whole Numbers)

ACCOUNT DESCRIPTION	_	ENERAL FUND	RIES 2016 IT SERVICE FUND	GENERAL (ED ASSETS FUND	LC	GENERAL ONG-TERM EBT FUND	,	TOTAL
<u>ASSETS</u>								
Cash - Operating Account	\$	60,074	\$ -	\$ -	\$	-	\$	60,074
Cash in Transit		-	6,204	-		-		6,204
Accounts Receivable		-	6,741	-		-		6,741
Due From Other Funds		-	24,162	-		-		24,162
Investments:								
Prepayment Account		-	571	-		-		571
Reserve Fund		-	25,000	-		-		25,000
Revenue Fund		-	396,985	-		-		396,985
Fixed Assets								
Improvements Other Than Buildings (IOTB)		-	-	14,553,296		-		14,553,296
Amount Avail In Debt Services		-	-	-		276,671		276,671
Amount To Be Provided		-	-	-		1,893,329		1,893,329
TOTAL ASSETS	\$	60,074	\$ 459,663	\$ 14,553,296	\$	2,170,000	\$	17,243,033
LIABILITIES								
Accounts Payable	\$	5,841	\$ -	\$ -	\$	-	\$	5,841
Accrued Expenses		21	-	-		-		21
Accounts Payable - Other		16,478	-	-		-		16,478
Bonds Payable		-	-	-		2,170,000		2,170,000
Due To Other Funds		24,162	-	-		-		24,162
TOTAL LIABILITIES		46,502	-	-		2,170,000		2,216,502

### **Balance Sheet**

As of January 31, 2024 (In Whole Numbers)

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2016 DEBT SERVICE FUND	GENERAL FIXED ASSETS FUND	GENERAL LONG-TERM DEBT FUND	TOTAL
FUND BALANCES					
Restricted for:					
Debt Service	-	459,663	-	-	459,663
Unassigned:	13,572	-	14,553,296	-	14,566,868
TOTAL FUND BALANCES	13,572	459,663	14,553,296	-	15,026,531
TOTAL LIABILITIES & FUND BALANCES	\$ 60,074	\$ 459,663	\$ 14,553,296	\$ 2,170,000	\$ 17,243,033

### Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2024 General Fund (001) (In Whole Numbers)

ACCOUNT DESCRIPTION	ADO	NUAL OPTED DGET	R TO DATE	RIANCE (\$) V(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES					
Special Assmnts- Tax Collector	\$	57,540	\$ 54,569	\$ (2,971)	94.84%
TOTAL REVENUES		57,540	54,569	(2,971)	94.84%
EXPENDITURES					
Administration					
Supervisor Fees		1,600	-	1,600	0.00%
ProfServ-Arbitrage Rebate		650	_	650	0.00%
ProfServ-Trustee Fees		4,025	_	4,025	0.00%
District Counsel		1,000	2,519	(1,519)	251.90%
District Engineer		1,767	195	1,572	11.04%
Management & Accounting Services		34,790	11,597	23,193	33.33%
Auditing Services		6,950	-	6,950	0.00%
Website Compliance		1,500	750	750	50.00%
Postage, Phone, Faxes, Copies		150	6	144	4.00%
Public Officials Insurance		1,838	5,000	(3,162)	272.03%
Legal Advertising		250	449	(199)	179.60%
Bank Fees		100	-	100	0.00%
Website Administration		500	115	385	23.00%
Dues, Licenses, Subscriptions		135	 175	 (40)	129.63%
Total Administration		55,255	 20,806	 34,449	37.65%
Other Physical Environment					
Insurance - General Liability		2,285	2,582	(297)	113.00%
Total Other Physical Environment		2,285	 2,582	 (297)	113.00%
TOTAL EXPENDITURES		57,540	23,388	34,152	40.65%
Excess (deficiency) of revenues					
Over (under) expenditures			 31,181	 31,181	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)			(17,609)		
FUND BALANCE, ENDING			\$ 13,572		

### Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2024 Series 2016 Debt Service Fund (201) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YE	AR TO DATE		ARIANCE (\$) AV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
REVENUES						
Interest - Investments	\$ -	\$	4,276	\$	4,276	0.00%
Special Assmnts- Tax Collector	φ 204.845	Ψ	203,807	Ψ	(1,038)	99.49%
TOTAL REVENUES	204,845		208,083		3,238	101.58%
EXPENDITURES  Debt Service  Principal Debt Retirement Interest Expense	140,000 64,845		25,000 33,248		115,000 31,597	17.86% 51.27%
Total Debt Service	204,845		58,248		146,597	28.44%
TOTAL EXPENDITURES	204,845		58,248		146,597	28.44%
Excess (deficiency) of revenues Over (under) expenditures  FUND BALANCE, BEGINNING (OCT 1, 2023)			149,835 <b>309,828</b>	_	149,835	0.00%
FUND BALANCE, ENDING		\$	459,663			

### Statement of Revenues, Expenditures and Changes in Fund Balances

For the Period Ending January 31, 2024 General Fixed Assets Fund (900) (In Whole Numbers)

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)	YTD ACTUAL AS A % OF ADOPTED BUD
<u>REVENUES</u>				
TOTAL REVENUES	-		<u>-</u>	0.00%
EXPENDITURES				
TOTAL EXPENDITURES	-			0.00%
Excess (deficiency) of revenues  Over (under) expenditures			<u> </u>	0.00%
FUND BALANCE, BEGINNING (OCT 1, 2023)		14,553,296	}	
FUND BALANCE, ENDING		\$ 14,553,296	;	

Bank Reconciliation

Bank Account No. 4124 Trustmark National Bank- GF- Operating

 Statement No.
 01-24

 Statement Date
 1/31/2024

G/L Balance (LCY)	60,073.97	Statement Balance	75,295.43
G/L Balance	60,073.97	Outstanding Deposits	0.00
Positive Adjustments	0.00		
		Subtotal	75,295.43
Subtotal	60,073.97	Outstanding Checks	15,221.46
Negative Adjustments	0.00	Differences	0.00
Ending G/L Balance	60,073.97	Ending Balance	60,073.97

Difference 0.00

Posting Date	Document Type	Document No.	Description		Amount	Cleared Amount	Difference
Checks							
12/21/2023	Payment	1259	HAMMOCK BAY CDD		166,900.19	166,900.19	0.00
Total Check	(S				166,900.19	166,900.19	0.00
Deposits							
1/29/2024		JE000170	Debt Service/ Tax Revenue	G/L	642.23	642.23	0.00
1/31/2024		JE000171	Debt Service/ Tax Revenue	G/L	6,876.50	6,876.50	0.00
Total Depos	sits				7,518.73	7,518.73	0.00
Outstandin	g Checks						
1/24/2024	Payment	1260	CA FLORIDA HOLDINGS, LLC		149.55	0.00	149.55
1/24/2024	Payment	1261	CONNELLY & WICKER INC.		195.00	0.00	195.00
1/24/2024	Payment	1262	GANNETT FLORIDA LOCALIQ		299.10	0.00	299.10
1/24/2024	Payment	1263	HAMMOCK BAY CDD		6,203.97	0.00	6,203.97
1/24/2024	Payment	1264	INFRAMARK LLC		5,854.84	0.00	5,854.84
1/24/2024	Payment	1265	KUTAK ROCK LLP		2,519.00	0.00	2,519.00
Total	Total Outstanding Checks						15,221.46

### **Summary of Operations and Maintenance Invoices**

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description
Monthly Contract				
INFRAMARK LLC	108603	\$2,920.00		DISTRICT INVOICE JANUARY 2024
Monthly Contract Subtotal		\$2,920.00		
Variable Contract		\$0.00		
Variable Contract Subtotal		\$0.00		
Utilities		\$0.00		
Utilities Subtotal		\$0.00		
Regular Services				
GANNETT FLORIDA LOCALIQ	0006136072	\$149.55		AD SERVICES
HAMMOCK BAY CDD	10272023-01	\$68.06		SERIES 2016 FY24 TAX DIST ID
HAMMOCK BAY CDD	10312023-01	\$2,460.13		SERIES 2016 FY24 TAX DIST ID
HAMMOCK BAY CDD	12292023-01	\$3,675.78	\$6,203.97	SERIES 2016 FY24 TAX DIST ID FY24#4
Regular Services Subtotal		\$6,353.52		
Additional Services		\$0.00		
Additional Services Subtotal		\$0.00		
TOTAL		\$9,273.52		

Approved (with any necessary revisions noted):

### HAMMOCK BAY CDD Summary of Operations and Maintenance Invoices

Vendor	Invoice/Account Number	Amount	Vendor Total	Comments/Description

Signature:

litle (Check one):	

[ ] Chariman [ ] Vice Chariman [ ] Assistant Secretary



2002 West Grand Parkway North Suite 100 Katy, TX 77449

**BILL TO** 

Hammock Bay CDD 2005 Pan Am Cir Ste 300 Tampa FL 33607-6008 United States

Services provided for the Month of: January 2024

#108603

CUSTOMER ID

C2282

PO#

DATE 1/24/2024 NET TERMS Net 30

INVOICE

**DUE DATE** 2/23/2024

QTY	UOM	RATE	MARKUP	AMOUNT
1	Ea	2,899.17		2,899.17
1	Ea	20.83		20.83
				2,920.00
	QTY 1 1	1 Ea	1 Ea 2,899.17	1 Ea 2,899.17

\$2,920.00	Subtotal
\$0.00	Tax
\$2,920.00	Total Due

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.



ACCOUN	IT NAME	ACCOUNT#	PAGE#
Hammock Bay	Comm Develop	Age <b>nze:72</b> ge #9	3 1 of 1
STATEMENT #	BILLING PERIOD	PAYMENT DUE DA	
0006136072	Dec 1- Dec 31, 2023	January 20, 2024	
PREPAY (Memo Info)	UNAPPLIED (included in amt due)	TOTAL CASH AMT DUE*	
\$0.00	\$0.00	\$149.55	

### **BILLING ACCOUNT NAME AND ADDRESS**

Hammock Bay Comm Develop Natalie Poland/Cathy Deck 2005 Pan Am Cir. Ste. 120 Tampa, FL 33607-2529

### 

Legal Entity: Gannett Media Corp.

Terms and Conditions: Past due accounts are subject to interest at the rate of 18% per annum or the maximum legal rate (whichever is less). Advertiser claims for a credit related to rates incorrectly invoiced or paid must be submitted in writing to Publisher within 30 days of the invoice date or the claim will be waived. Any credit towards future advertising must be used within 30 days of issuance or the credit will be forfeited.

All funds payable in US dollars.

BILLING INQUIRIES/ADDRESS CHANGES 1-877-736-7612 or smb@ccc.gannett.com

FEDERAL ID 47-2390983

To sign-up for E-mailed invoices and online payments please contact abgspecial@gannett.com. Previous account number: PANA 2028368

Date	Description	Amount
12/1/23	Balance Forward	\$149.55

As an incentive for customers, we provide a discount off the total invoice cost equal to the 3.99% service fee if you pay with Cash/Check/ACH. Pay by Cash/Check/ACH and Save!

Total Cash Amount Due \$149.55
Service Fee 3.99% \$5.97
\*Cash/Check/ACH Discount -\$5.97
\*Payment Amount by Cash/Check/ACH \$149.55
Payment Amount by Credit Card \$155.52

ACCOU	NT NAME	ACCOUN'	TNUMBER	STATEMEN	IT NUMBER	AMOUNT PAID
Hammock Bay	Comm Develop	522	2872	00061	0006136072	
CURRENT DUE	30 DAYS PAST DUE	60 DAYS PAST DUE	90 DAYS PAST DUE	120+ DAYS PAST DUE	UNAPPLIED PAYMENTS	TOTAL CASH AMT DUE
\$0.00 \$0.00 \$149.55		\$149.55	\$0.00	\$0.00	\$0.00	\$149.55
REMITTANCE ADDRESS (Include Account# & Invoice# on check)		# & Invoice# on check)	TO PAY WITH CREI	DIT CARD PLEASE F	LL OUT BELOW:	TOTAL CREDIT CARD AMT DUE
				1-877-736-7612		\$155.52
	nett Florida Locali PO Box 631244 nnati, OH 45263-1		To sign up for	E-mailed invoices a abgspecial (	and online payme gannett.com	nts please contact

### CHECK REQUEST FORM Hammock Bay

Date:

1/8/2024

Invoice#:

10272023-01

Vendor#:

V00035

**Vendor Name:** 

Hammock Bay

Pay From:

Trustmark Acct# 4124

**Description:** 

Series 2016 - FY 24 Tax Dist ID

Code to:

200.103200.1000

Amount:

\$68.06

1/8/2024

Requested By:

Teresa Farlow

### DISTRICT CHECK REQUEST

Today's Date	10/27/2023
Check Amount	<u>\$68.06</u>
Payable To	Hammock Bay CDD
Check Description	Series 2016 - FY 24 Tax Dist. ID
<b>Special Instructions</b>	Do not mail. Please give to Eric Davidson
(Please attach all supporting docur	mentation: invoices, receipts, etc.)  Eric Authorization
DM Fund 001 G/L 20702 Object Code Chk # Date	

# W:\DMS\Client Files\Hammock Bay CDD 310\Financial Services\Accounting\Debt Service\FY 2024\Hammock Bay FY 2024 DS SCHEDULE

## HAMMOCK BAY CDD

TAX REVENUE RECEIPTS AND TRANSFER SCHEDULE Fiscal Year 2024 - Tax Year 2023

	Dollar Amounts	Fiscal Year 2024 Percentages	ercentages
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

93%

		21.12%	21.12%	78.88%	78.88%			
Date Received	Amount Received	Raw Numbers Operations Revenue	Rounded Operations Revenue	Raw Numbers 2016 Debt Service Revenue	Rounded 2016 Debt Service Revenue	Proof	Date Transferred / Distribution ID	Payments / CDD Check #
11/9/2023	9,120.76	1,926.30	1,926.30	7,194.46	7,194.46	1	FY24 #1	1256
10/27/2023	86.28	18.22	18.22	90.89	90.89	-		2
10/31/2023	3,118.83	658.70	658.70	2,460.13	2,460.13	-		3
11/30/2023	25,488.60	5,383.19	5,383.19	20,105.41	20,105.41		FY24#2	1258
12/15/2023	211,587.46	44,687.27	44,687.27	166,900.19	166,900.19	1	FY24#3	1259
12/29/2023	4,659.97	984.19	984.19	3,675.78	₹3,675.78		FY24#4	×
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		E	•	•	•			
TOTAL	254,061.90	53,657.87	53,657.87	200,404.03	200,404.03			
Net Total on								
Roll	272,794.68		57,619.48		215,175.20			
Collection								
Deficit)	(18,732.78)		(3,961.61)		(14,771.17)			

### CHECK REQUEST FORM Hammock Bay

Date:

1/8/2024

Invoice#:

10312023-01

Vendor#:

V00035

**Vendor Name:** 

Hammock Bay

Pay From:

Trustmark Acct# 4124

**Description:** 

Series 2016 - FY 24 Tax Dist ID

Code to:

200.103200.1000

200

Amount:

\$2,460.13

1/8/2024

\$

Requested By:

Teresa Farlow

### DISTRICT CHECK REQUEST

Today's Date	10/31/2023
Check Amount	<u>\$2,460.13</u>
Payable To	Hammock Bay CDD
Check Description	Series 2016 - FY 24 Tax Dist. ID
Special Instructions	Do not mail. Please give to Eric Davidson
(Please attach all supporting documents)	mentation: invoices, receipts, etc.)  Eric Authorization
DM Fund 001	-
G/L 20702	
Object Code	
Chk # Date	

### TAX REVENUE RECEIPTS AND TRANSFER SCHEDULE Fiscal Year 2024 - Tax Year 2023

	Dollar Amounts	Fiscal Year 2024 Percentages	ercentages
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

93%

ξ,

ed         Received Revenue         Raw Numbers         Rounded Revenue         Raw Numbers         Rounded Revenue         Raw Numbers         Proof Detaitions         2016 Debt         Proof           2023         9,120.76         1,926.30         1,926.30         7,194.46         7,194.46         -           2023         86.28         18.22         68.06         68.06         68.06         -           2023         3,118.83         658.70         5,383.19         2,460.13         2,460.13         -           2023         25,488.60         5,383.19         5,383.19         20,105.41         20,105.41         -           2023         21,587.46         44,687.27         166,900.19         166,900.19         -         -           2023         4,659.97         984.19         984.19         3,675.78         √3,675.78         -           2024         -         -         -         -         -         -           -         -         -         -         -         -         -           -         -         -         -         -         -         -           -         -         -         -         -         - <td< th=""><th></th><th></th><th>21.12%</th><th>21.12%</th><th>78.88%</th><th>78.88%</th><th></th><th></th><th></th></td<>			21.12%	21.12%	78.88%	78.88%			
2023     9,120.76     1,926.30     1,926.30     7,194.46     -       2023     86.28     18.22     18.22     68.06     -       2023     3,118.83     658.70     658.70     2,460.13     -       2023     2,5488.60     5,383.19     2,460.13     -       2023     21,587.46     44,687.27     44,687.27     166,900.19     -       2023     4,659.97     984.19     3,675.78     \Q,675.78     -       2023     4,659.97     984.19     3,675.78     \Q,675.78     -       -     -     -     -     -     -       -     -     -     -     -       -     -     -     -     -       -     -     -     -     -       -     -     -     -     -       -     -     -     -     -       -     -     -     -     -       -     -     -     -     -       -     -     -     -     -       -     -     -     -     -       -     -     -     -     -       -     -     -     -     -       -     -	Date Received	Amount Received	Raw Numbers Operations Revenue	Rounded Operations Revenue	Raw Numbers 2016 Debt Service Revenue	Rounded 2016 Debt Service Revenue	Proof	Date Transferred / Distribution ID	Payments / CDD Check #
2023	11/9/2023	9,120.76	1,926.30	1,926.30	7,194.46	7,194.46	1	FY24 #1	1256
2023 3,118.83 658.70 658.70 2,460.13 2,460.13 2023 25,488.60 5,383.19 5,383.19 20,105.41 20,10	10/27/2023	86.28	18.22	18.22	90'89	90.89	ı		2
2023 25,488.60 5,383.19 5,383.19 20,105.41 20,105.41 - 2022 211,587.46 44,687.27 44,687.27 166,900.19 - 6.2023 4,659.97 984.19 984.19 3,675.78	10/31/2023	3,118.83	658.70	658.70	2,460.13	2,460.13			3
2023 211,587.46 44,687.27 44,687.27 166,900.19 166,900.19 2023 4,659.97 984.19 984.19 3,675.78	11/30/2023	25,488.60	5,383.19	5,383.19	20,105.41	20,105.41		FY24#2	1258
2023 4,659.97 984.19 984.19 3,675.78	12/15/2023	211,587.46	44,687.27	44,687.27	166,900.19	166,900.19		FY24#3	1259
	12/29/2023	4,659.97	984.19	984.19	3,675.78	V3,675.78		FY24#4	*
On   272,794.68   S3,657.87   S7,619.48   C			•		-	-	-		
On   272,794.68   S3,657.87   S1,619.48   S1,619.48   S1,6173.20   S1,619.48   S1,619.48				1	-	-			
On   272,794.68   S3,657.87   S1,619.48   S1,619.13   S1,619.13   S1,619.48   S1,619.13   S1,619.13   S1,619.14   S1,619.14			1	-	•	-			
On   272,794.68   53,657.87   51,619.48   51,619.48   51,619.18   51,619.48			-	•	-	-			
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On   272,794.68   53,657.87   57,619.48			•	•	•	•	٠		
0n   272,794.68   53,657.87   53,657.87   200,404.03   215,175.20			1	1	L	•	٠		
0n   272,794.68   57,619.48   200,404.03   215,175.20			•	•	1	•	•		
254,061.90 53,657.87 53,657.87 200,404.03 200,404.03   On			1	1	1		•		
0n   272,794.68   53,657.87   53,657.87   200,404.03			•	1	1	•	•		
n 272,794.68 57,619.48	TOTAL	254,061.90	53,657.87	53,657.87	200,404.03	200,404.03			
n 272,794.68 57,619.48	Net Total on								
100 COL 017	Roll	272,794.68		57,619.48	·	215,175.20			
(19 727 76)	Collection Surplus /								
(10,132.70)	(Deficit)	(18,732.78)		(3,961.61)		(14,771.17)			

### CHECK REQUEST FORM Hammock Bay

Date: 1/2/2024

Invoice#: 12292023-01

Vendor#: V00035

Vendor Name: Hammock Bay

Pay From: Trustmark Acct# 4124

**Description:** Series 2016 - FY 24 Tax Dist ID FY24#4

Code to: 200.103200.1000

Amount: \$3,675.78

1/2/2024

Requested By: Teresa Farlow

### DISTRICT CHECK REQUEST

70 1 L 10 4	10/00/000
Today's Date	12/29/2023
Check Amount	<u>\$3,675.78</u>
Payable To	Hammock Bay CDD
<b>Check Description</b>	Series 2016 - FY 24 Tax Dist. ID FY24#4
<b>Special Instructions</b>	Do not mail. Please give to Eric Davidson
(Please attach all supporting docur	Eric
	Authorization
DM Fund <u>001</u>	-
G/L 20702	

Date

Object Code

Chk

TAX REVENUE RECEIPTS AND TRANSFER SCHEDULE Fiscal Year 2024 - Tax Year 2023

 Dollar Amounts
 Fiscal Year 2024 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

93%

		21.12%	21.12%	78.88%	78.88%			
Date Received	Amount Received	Raw Numbers Operations Revenue	Rounded Operations Revenue	Raw Numbers 2016 Debt Service Revenue	Rounded 2016 Debt Service Revenue	Proof	Date Transferred / Distribution ID	Payments / CDD Check #
11/9/2023	9,120.76	1,926.30	1,926.30	7,194.46	7,194.46	,	FY24 #1	1256
10/27/2023	86.28	18.22	18.22	90.89	90.89			
10/31/2023	3,118.83	658.70	658.70	2,460.13	2,460.13			
11/30/2023	25,488.60	5,383.19	5,383.19	20,105.41	20,105.41		FY24#2	1258
12/15/2023	211,587.46	44,687.27	44,687.27	166,900.19	166,900.19		FY24#3	
12/29/2023	4,659.97	984.19	984.19	3,675.78	3,675.78	-	FY24#4	
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		-	-	•	-			
TOTAL	254,061.90	53,657.87	53,657.87	200,404.03	200,404.03			
Net Total on								
Roll	272,794.68		57,619.48		215,175.20			
Collection								
Surplus /	(10 722 78)		(12.021.21)		(21 122 71)			
(Delicity	(10,727.70)		(3,901.01)		(14,//1.1/)			

### **2023 TAX ROLL DISTRIBUTION #4**

FUNDS	TO	DTAL
Hammock Bay		
Total Taxes Collected	\$	4,755.08
Commission Retained	\$	95.11
Total Distributed	\$	4,659.97
	\$	4,659.97
*	α	
	\$	4,659.97