



***Hemingway Point
Community Development District***

<http://www.hemingwaycdd.com>

Anthony Pellicano, Chair

Russell Brick, Vice Chair

Osmay Torres, Assistant Secretary

Cheryll Angell, Assistant Secretary

Carlos Suarez, Assistant Secretary

September 23, 2020



Hemingway Point Community Development District

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Phone: 954-721-8681 - Fax: 954-721-9202

September 15, 2020

**Board of Supervisors
Hemingway Point
Community Development District**

Dear Board Members:

A **communications media technology meeting** of the Board of Supervisors of the **Hemingway Point Community Development District** will be held on **September 23, 2020** at **2:00 p.m.** In accordance with Office of the Governor, Executive Orders authorizing the use of communications media technology, the Board of Supervisors and members of the public may attend and participate in the meeting utilizing the following call-in information: from your computer, tablet or smartphone go to: <https://global.gotomeeting.com/join/521143189> or by dialing **+1 (224) 501-3412** and **Access Code: 521-143-189**. Following is the advance agenda:

1. Roll Call
2. Approval of the Minutes of the August 26, 2020 Meeting
3. Consideration of Engagement Letter with Grau & Associates to perform the Audit for Fiscal Year Ending September 30, 2020
4. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. CDD Manager - Discussion of Financial Disclosure Report from the Commission on Ethics – *everyone has filed*
 - D. Property Manager
5. Financial Reports
 - A. Approval of Check Run Summary
 - B. Balance Sheet and Income Statement
6. Supervisors Requests and Audience Comments
7. Adjournment

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

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

A telephone conference meeting of the Board of Supervisors of the Hemingway Point Community Development District was held on Wednesday, August 26, 2020 at 2:00 p.m. It is being held in accordance with the Office of the Governor, Executive Orders authorizing the use of communications media technology, the Board of Supervisors and members of the public may attend and participate in the meeting utilizing the call-in information 1-872-240-3412, Access Code: 156-753-213.

Present and constituting a quorum were:

Anthony Pellicano	Chairman (via teleconference)
Russell Brick	Vice Chairman (via teleconference)
Cheryll Angell	Assistant Secretary (via teleconference)
Carlos Suarez	Assistant Secretary (via teleconference)
Osmay Torres	Assistant Secretary (via teleconference)

Also present were:

Paul Winkeljohn	District Manager (via teleconference)
Scott Cochran	District Counsel (via teleconference)
Kevin Wimberley	DML (by phone)

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

**Approval of the Minutes of the
June 18, 2020 and July 22, 2020
Meetings**

Mr. Winkeljohn: The minutes from the June and July meetings have been circulated, we took the changes for the June one, but my staff just wanted them both reapproved today if they're in order. Is there a motion to approve both or any questions or changes?

On MOTION by Ms. Angell seconded by Mr. Pellicano with all in favor, the Minutes of the June 18, 2020 and July 22, 2020 Meetings were approved.

THIRD ORDER OF BUSINESS

Public Hearing to Adopt the Fiscal Year 2021 Budget

A. Motion to Open the Public Hearing

Mr. Winkeljohn: As you guys know, we set our public hearing to adopt the final version of the District assessment and budget for today. If it's ok with the Board, we can open the public hearing by motion please.

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

B. Public Comment and Discussion

C. Consideration of Resolution #2020-04 Annual Appropriation Resolution

Mr. Winkeljohn: We are now in the public comment and discussion period of our public hearing for adopting the 2021 budget. Just a little bit of overview and background, as you know in the spring, we determined that the assessment level would not need to be increased this year, and that the prior year assessment was sufficient to maintain the current level of maintenance and standards. With the affect of that, the budget to accompany it does not change very much, we did take a few corrections from the prior year, shifting a few dollars where we knew they were going, we've established what the tree trimming costs, we've established what we're spending on pressure washing and we still have what we always try to shoot for which is some discretionary funds to accomplish miscellaneous repairs, like we've been doing to the pool lately. So, the bottom line for you all as residents is there's no change to your assessment in terms of the prior year, and the second part is the budget that accompanies it can be altered throughout the year as directed by the Board as projects or service changes come about. If there are any questions or comments, we can take them, and resolution #2020-04 is before you to adopt that assessment and the accompanying budget.

Mr. Torres: The assessment is the same and the planned budget is pretty much the same.

Mr. Winkeljohn: Yes.

Mr. Torres: Ok, good.

Mr. Winkeljohn: Are there any other questions? Then a motion to approve resolution #2020-04 would be appreciated.

On MOTION by Ms. Angell seconded by Mr. Suarez with all in favor, Resolution #2020-04 the Annual Appropriation Resolution was approved.

D. Consideration of Resolution #2020-05 Levy of Non Ad Valorem Assessments

Mr. Winkeljohn: Resolution #2020-05 is the accompanying resolution for our budget process which places the assessment on the county tax roll, and we know that's the best way to collect money, and I would strongly recommend approval by motion.

On MOTION by Mr. Brick seconded by Ms. Angell with all in favor, Resolution #2020-05 levy of Non Ad Valorem Assessments was approved.

E. Motion to Close Public Hearing

Mr. Winkeljohn: A motion to close the public hearing would now be in order.

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

Mr. Winkeljohn: We do have Kevin on the line, and Kevin handles all of our security and fencing at the pool, and so to make better use of his time I'd like to just go through the most recent incidents with the gate and work back to any questions you have that he can answer directly. Presently it looks like the escape hatch, if you will, on the panic bar, on the back gate is frozen and needs to be replaced, and also the gate itself isn't structurally designed correctly. Basically, if you wiggle one, or the other post, with some help you can open that gate, so Kevin has dealt with this many times, and Kevin you want to tells us what you think we ought to do?

Mr. Wimberley: Yes, sure, good afternoon all. So, yes per Paul's request I passed by this morning and basically it just needs to get replaced basically. I provided

photos, but it's basically covered with rust and when it's activated and pushed in, it's remaining in, so that piece needs to be replaced. I mean, there's two things, that needs to be replaced and two, the way that pedestrian gate was manufactured which is pretty typical of what I come across, is you basically just have two posts on each side, one supporting the hinges, and one supporting the striker per se, on the locked gate side. When they're designed like that, you don't have any, the structure is loose on both sides, so from a combination of multiple jumps and people manipulating the gate, basically those two posts can be manipulated, as Paul stated. What we do on any new installations that I have manufactured or any repairs that we do for something like this when there's a problem is, we create a, think of it as a U or a structural piece that goes between the two posts and connects the two, so it increases the rigidity of it. Basically, we extend up on the left and the right posts, and connect it, and think of it as a U per se.

Mr. Winkeljohn: Like an upside down U.

Mr. Wimberley: So that's what needs to be done, so it's a combination of that.

Mr. Winkeljohn: Ok, so Kevin do you have a rough sense of what that might cost?

Mr. Wimberley: The fabrication, let me see how much that bar is, I'm driving right now, I'm literally about 3 minutes out from my office, and I'll keep it down as best as possible, I try to keep it down for you guys to get it done, but just off the top of my head probably for the welding and fabrication of that portion from the fence, it would probably be about \$750 and then the part itself is probably about \$250 somewhere around there, give or take, ballpark.

Mr. Winkeljohn: Ok.

Mr. Wimberley: But I'll provide you a formal proposal as soon as I get into the office.

Ms. Angell: So, he's probably talking about \$1,200 to \$1,600, is that correct?

Mr. Wimberley: Yes, that would accommodate that, yes.

Mr. Pellicano: I don't think I'm understanding where this U is supposed to go.

Mr. Winkeljohn: Across the top.

Mr. Wimberley: Alright, so if you're standing, and I'll happily send a text message when I pull up the image, but over up above the picket, and we're going to make a joint between the two posts on the left hand and on the right hand side. Think of it as an upside down football goal post.

Mr. Brick: Is anybody else have a problem with the audio because I can't hear him.

Mr. Winkeljohn: Yes, Kevin you must be in a bad area, but I think I understood everything he said, but he has a lot of feedback also.

Mr. Brick: So, the posts don't need to be reset or anything?

Mr. Wimberley: No, it's more fabricating.

Mr. Brick: So, \$750 just to weld a piece of steel between two posts, is that what it is?

Mr. Wimberley: For the most part, yes, it's a combination of the raw metal and the travel to go out there with a welder and setting up, it's more time than anything. It's more of the actual service call and the prepping and service call and the time onsite, correct.

Mr. Torres: So Kevin when you finish your quote, will you have that broken down, how much is labor, and whatnot, or are you just going to say to do the whole job, because I'd be curious to see how much the labor compared to what the materials and stuff cost.

Mr. Wimberley: Sure, if you want me to break it down that way, I'll be more than happy to break it down that way.

Mr. Torres: Does everybody else feel like that's a reasonable thing to ask, or is that too much to ask?

Mr. Winkeljohn: No that's fine.

Mr. Wimberley: No, I don't have a problem with it.

Mr. Torres: That's good.

Mr. Winkeljohn: Right, and I thought the other thing Kevin could give us input on, he's pulled the video every time we've had a report of somebody being in the pool, and they're basically coming in around that area we thought was vulnerable, which is the equipment area, so maybe the idea is to take it to that next level and have that go all the up to the roof line.

Mr. Wimberley: On the pool area, correct, after reviewing that video from Friday afternoon, it looks like yes, they're hanging around, and it looks like one or two individuals went over that area and then went to the back and opened up the rear gate, and then they propped it open, it looked like they propped it open with something. It's unfortunate

and I expressed my feelings to Paul as well, you guys keep trying to keep these guys out, and they just keep finding their way in.

Mr. Winkeljohn: Right, and that's another conversation for later. So, Kevin can we look at that and can you give us a price to do that next level of fabrication and installation?

Mr. Wimberley: Yes, I will, I'll have that for you.

Mr. Winkeljohn: And if we agree to have you come out and fix the back gate maybe that will save some money to do both at the same time.

Mr. Wimberley: Absolutely, let me review that because I mean, that's where they were coming in most likely around that area back there where the equipment is. So, let me work on that for you and I'm going to order that crash bar regardless, I'm going to bring it in, so I'll just go ahead and bring that in and I'll have that installed as soon as I can get it in.

Mr. Winkeljohn: Right, that's a safety issue we have to take care of.

Mr. Wimberley: I mean that right now, you're pushing it, and it just remains open, so you have to like bang on it to let it release.

Mr. Winkeljohn: Ok.

Mr. Wimberley: So, I'll bring that in as soon as I can.

Mr. Winkeljohn: Alright, I appreciate it. Any other questions for Kevin and security? Not hearing any, thanks Kevin I appreciate your time joining us today, and we'll be in regular contact as always.

Mr. Wimberley: Alright, thank you have a great afternoon.

Mr. Torres: You too.

FOURTH ORDER OF BUSINESS

Staff Reports

Mr. Winkeljohn: Moving on to staff reports, Scott and I have an update for you. Scott you want to give your part and if I need to, I'll give my part.

A. Attorney

Mr. Cochran: Sure. I just have to mention first of all for what he's referring to, the Governor did extend the Executive Orders lifting the in person quorum requirements that allow us to meet using these video conferencing through the end of the month of

September. So, as it stands now, our September meeting would still be able to be held in this manner, beyond that, it would revert back to normal unless something changes, but again, it's quite possible that the Governor will extend it again, so as far as the Executive Orders go, that's the status of that. Then with respect to what Paul was referring to, we did receive earlier this week the documents that we had requested from the county, the public records request for the documents relating to the bond and the closing out of the bond. They were circulated to Paul and myself and Juan Alvarez, the District engineer, so I know that there was included with those documents, there were some documents pertaining to the close out of the bond and a final inspection report with some of the items. Paul is probably more aware of the specifics of how that meshes with our punch list, I think that we had been in communication with them about at the time, but at the very least we do now have the bond information that we need. I think that's what we needed, and I doubt if there's anything else that we still need, but I just wanted to relate that we do have those documents now.

Mr. Winkeljohn: Yes, and I'll send them around for everybody to look at. I'm trying to pull them up right now, and I could show them to you maybe.

Mr. Torres: When was that received again?

Mr. Winkeljohn: I got it yesterday or Friday.

Mr. Torres: Ok, so you guys had reviewed it and figured out what you advise as far as the next steps for the Board?

Mr. Winkeljohn: Right, and when I got the response, it actually caught me off guard because after we figured out how to ask for public records, because they put in this automated system, and it bounced around a little bit telling us, we appreciate your request, you need to send it to this department through this portal, and eventually I got it done and like within an hour I got all the records, and I was really shocked.

Mr. Torres: Ok.

Mr. Winkeljohn: Let me pull it up really quick so I can refresh my memory. I think something alarmed me, it was the date. I keep seeing July, 2019 as the sign off dates, that should be very alarming to you because that was a year ago, and that was before they were doing the repair I think right?

Mr. Pellicano: Exactly.

Mr. Winkeljohn: So, it has a list of the punch items, but I don't know how they signed off that they were done. So, I'll send it to you guys, you're going to have a better idea, and I sent it to Juan to compare it to his punchlist and that sort of thing, and I haven't gotten any feedback from him, but I'll go ahead and circulate these documents but of course they're in a status of no conclusions, only under review if you don't mind looking at it like that, but I'll send it to everyone right now.

Mr. Torres: And real quick when you review that, the document for the actual inspection that they stated was, or they claimed was done, is there a name of an actual county employee that does the actual walk through review if they do it that way?

Mr. Winkeljohn: Yes, there is but I just closed the document, hold on.

Mr. Cochran: Yes, the inspection report was signed off by Paul Blackwell, which was the individual that Paul and Juan had been in communication with, and then on the bond release documents, it looked like they were signed off by Raul Pino.

Mr. Winkeljohn: Yes, he's the head of traffic and then the assistant construction supervisor for public works, so two people from the public works department signed off on the bond.

Mr. Pellicano: Right so if they did the inspection and they didn't notify us, and they signed off on it knowing that the stuff was still there, that's one concern, the other one is that no one even set foot or reviewed anything, they just signed off on it, I guess whoever reviewed the docs, and at the next we'll have recommendations?

Mr. Winkeljohn: Yes, we'll have Scott, Juan and myself will all get a chance to digest the facts, just as you outlined, and I'll have a response, and I received them Monday.

Mr. Pellicano: They were required to notify us, weren't they?

Mr. Winkeljohn: No, not us, only because of the records request.

Mr. Cochran: And just for everyone's knowledge, the bond is between the county and the developer, the CDD is not a party to it, we don't really have a formal legal relationship or standing to this process.

Mr. Brick: So, developer essentially could just like not do the work and still get paid?

Mr. Winkeljohn: Well, that's why we're on this.

Mr. Cochran: They shouldn't be allowed to do that, the question is who has the rights to enforce if that's what occurred and what I'm saying is, I don't know that the CDD as a governmental entity would have standing to enforce that or say to enforce that. I'm not saying they should be allowed to do something that they're not allowed to do, the question is who can enforce that.

Mr. Pellicano: I think that the work wasn't done, so the work we know wasn't done, whether it was or wasn't validated by the county is really irrelevant, it's not done and anyone can come and look at the punchlist and see that it's not complete. So, if we have that, the next question is who legal liability here, is it the developer, and is that who we have to take legal action against, or is it the county and I would prefer not the county, and then that means the taxpayers are basically bailing out a developer, and so that's the advise that I want to know from Scott next time we meet is, who do you recommend that we file legal action.

Mr. Cochran: I'm trying to tell you, the CDD will not have any standing to do anything, I think maybe you all as residents, but I'll take a look and make sure, but I'll need to talk with Paul and Juan probably to make sure exactly what the punchlist items are and how they relate to the CDD, but I'm not sure, I'm not confident at this point that the CDD as an entity would have legal recourse.

Mr. Winkeljohn: Right, and I put up on the shared screen, the sign off and the date was July 8, 2019 by Blackwell, it shows 100% street signs, 100% striping, and guardrails are on here, and that was one of the items listed in the bond, because the way they do the bond is they put a percentage of it across the numerical value of what is required to build for the project and so they have it all listed here, so we know that they signed off on things that were in disrepair or not existent, or somewhere in between, but Scott's point is, this is something, me and Juan and Scott will help with, but it's a complicated matter, where do you want to go, how do you want to handle it, but I sent it to everybody on your email so you can go through the documents, and see what other documents we might want to look for, if these aren't sufficient. That was really why I sent it to Juan to see if there was more to this than they sent us. I did ask for email correspondence between DR Horton and the public works department, I thought that might be valuable, but they didn't send that, they just sent the immediate documents they could retrieve but the

documents for the full request when I went through the portal and clicked the boxes of what I wanted haven't been satisfied yet.

Mr. Pellicano: So, the question that I have for Paul is, there's a couple of questions really, and I don't know if you can hear me with the background noise, he's cutting the grass but, the issue is, again, July, 2019 which is ridiculous, and the interesting part to me, just looking at it briefly, the stuff that they signed off on which again like you mentioned, either wasn't done, or it didn't exist at the time when they put 100% on there which is totally erroneous, so that tells me right there that they didn't do an inspection, so there's no way they can justify that. So, what Scott is saying is the CDD really doesn't have right now legal ramification on it, but we need to know what avenue the residents need to take to say the residents want to do say, an inquiry or say a class action lawsuit but who do we go after is the question, or both.

Mr. Winkeljohn: Right, so the property that they signed off on is their own in terms of their own responsibility, that's why the CDD is not a part of it, it's a county roadway and county functionality. So, what I would recommend is probably a letter from the homeowners association which relates to the community that lists, and we could list in that letter, we don't have signs, we don't have all these things, but the attached documents show that you signed off on them being built, they were never here, you are responsible for them, put them in, and recourse with DR Horton and the county as ugly as this looks, it's the county's fault and only their fault at this point. You're not going to get anything from DR Horton, they're not going to respond to something they've already gotten approval on. So, the county owes you all these things, and they said you have them which you don't.

Mr. Pellicano: Yes, I agree and also the issue that I have with it is, it's almost like a fraud case where somebody would sign off on something without doing it, knowing that the stuff is not there, maybe they didn't know it wasn't there, they shouldn't have signed off on it, so that brings up a whole separate issue with the county which isn't surprising, but it seems to be the way things work here unfortunately.

Mr. Winkeljohn: Well the other attachment you have is your inspection report from a third party engineer, which is the District, so that kind of helps having a little separation in the entities, you could say look the District did an inspection, looked at these things that are listed, we have all of our correspondence among ourselves, and you have their

inspection report, so between those, and the goal at the end is to get the stuff done, and that will put it hopefully on a fast track that they need to get this fixed and replaced or repaired.

Mr. Pellicano: Yes, and the other issue I have with it is mostly the safety stuff that we had all that giant punchlist that wasn't done that is a safety issue, so there's a lot of things on there that I don't even know how they could even approve without have that stuff fixed or looked at, or adjusted, or whatever it would be, but to me that just tells me right there that they didn't even do a walk through or inspected anything on that punch list.

Mr. Winkeljohn: Right. Very good. Alright, so we'll keep moving, anything you need from me to move forward with that just let me know, and if I get any more documents, I'll circulate them immediately.

Ms. Angell: Thank you.

Mr. Winkeljohn: And we found out about it last February or March, that this had be released, and I wouldn't be surprised that the more time that people can put between the inspection and the time it's questioned, that gives them a longer length of things to blame it on, but the fact that it's theirs to begin with, it eliminates that argument right away, it doesn't matter you need to fix it in terms of the county.

Mr. Pellicano: Yes, so I hope something gets done about it.

Mr. Suarez: Unfortunately, I agree with Scott, I think it's going to come down to the county, and I think that unfortunately we're going to end up paying for it in the long run because the county is just going to tax it, and that's going to be the big problem with this whole thing, but we'll see how it plays out.

Mr. Winkeljohn: Ok, very good.

B. Engineer

There not being any, the next item followed.

C. CDD Manager

1) Consideration of the Proposed Fiscal Year 2021 Meeting Schedule

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

Mr. Winkeljohn: Moving on to manager's report, the fiscal year 2021 meeting schedule is included. As you know we advertise once a month for a whole year just to have a meeting in advance ready, and it also meets the requirements, and if we have business we obviously conduct, if we need a special meeting we could add it, and if we don't have activity we can cancel that meeting. So, I would ask that the Board approve this meeting schedule assuming our time and location are still factory to you, and just one more point, we can change this also at any time.

On MOTION by Mr. Brick seconded by Mr. Suarez with all in favor, accepting the proposed Fiscal Year 2021 Meeting Schedule was approved.

Mr. Winkeljohn: Item No. 2 is the financial disclosure report, I've gotten copies and evidence that everyone has filed. The book came out a week ago, so it showed one that wasn't but I believe that will go away next time.

D. Property Manager

Mr. Winkeljohn: Tony, is anybody from the HOA joining us today?

Mr. Pellicano: No, I guess I'm running dual duty.

Mr. Winkeljohn: Anything you'd like to update?

Mr. Pellicano: Yes, also with that is Marlena is no longer with the property management company for the HOA side, she left to start some other endeavor, so there's a new guy that they hired last week, and once he gets his cell phone number and stuff I'll pass it around and we'll invite him to the meetings, he's new, he's not new to the system but he's new to the company. I met him, he's a nice guy. I know last week they were going to send out over 6 pages of violations because they're starting to squash people now, because Marlene is not here so she really wasn't the most proactive, so the manager has been going around until they hired the new guy and a lot of people are going to start getting a lot of violation letters in the mail, so we'll see how that goes on our end of it, on the HOA side, but once I get that guys permanent number, the cell phone

number and stuff like that, then I'll pass it on to Paul and maybe we can invite him to the meetings.

Mr. Winkeljohn: Perfect. What's his name?

Mr. Pellicano: I'll send it to you.

Mr. Winkeljohn: That's fine, no problem.

Mr. Pellicano: I think it's Rick or Rich or something, but I'll get it to you.

Mr. Winkeljohn: Very good.

FIFTH ORDER OF BUSINESS

Financial Reports

A. Approval of Check Run Summary

B. Balance Sheet and Income Statement

Mr. Winkeljohn: The financial reports include the check run summary, and balance sheet and income statement. If anybody has any questions, I can take them or a motion to approve. Any questions?

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

SIXTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Mr. Winkeljohn: Any other items from the Board today?

Mr. Pellicano: If everybody hasn't figured it out, the pool furniture was delivered to the pool, the new pool furniture is sitting back there. I know that those people that went over the fence, moved a couple of them around to use, they're still in working order, so they're still back there. We haven't set them up yet because, one, the pool is closed and two, it's the hurricane season, so until that stuff falls through, or one or the other gets out of here then we'll disperse the furniture so it doesn't get wrecked, it's still under the cabana thing there, so that's good, we have the pool furniture. The other thing I wanted to say, I know I sent Paul a request the other day to get the fire hydrants painted and the poles that are in front of them because they're all chipped up, I think that's county you said right?

Mr. Winkeljohn: Yes, water and sewer handles it.

Mr. Pellicano: Ok, so can we send them a request to get that done and the one behind the pool, the fire hydrant sank into the ground, so it's not safe and so it's not within the code, so if the fire department has to get into that fire hydrant they can't turn the valve to get in there, it sank into the ground.

Mr. Winkeljohn: Can you give me the exact address because I'll put that into the 511?

Mr. Pellicano: Yes, it's the road on Ariel Street, it's right behind the pool, there's only one right in the middle of the street there, it sank into the ground.

Mr. Winkeljohn: Ok.

Mr. Pellicano: So, they're not going to be able to get that open, it will be a big problem if they can't open that. They have to fix that also and raise it up.

Mr. Winkeljohn: Ok.

Mr. Pellicano: And just those grey poles, those hollow poles I sent you on the CDD property, we'll have to get those cut down or whatever you want to do with them, I don't know.

Mr. Winkeljohn: Right, those are FPL directional bore lines for what were intended lighting systems, which were never installed, I guess they change the plan or something like that, and the bores were already done. What I will do is, what I did at the cable runs in front of the clubhouse, is I cut them flush but I put a waterproof box over them, so that if they are ever needed, they're there and the utility or even us can access them, it's a couple hundred per box probably installed, but that's better than wondering, gee I wish I had the conduit at a later time.

Mr. Pellicano: Ok, that's perfectly fine, I just don't want any kids getting impaled on it because it's on that main walkway, and that sits right at knee height and I know some kid is going to trip on a skateboard, and so I just wanted to get a proactive approach on it.

Mr. Winkeljohn: Duly noted, I'm on it, I'll get it done right away.

Ms. Angell: Do you need the pole address?

Mr. Winkeljohn: Yes, because it's a system that will only work if I give them an address of the hydrant.

Ms. Angell: Ok, I can tell you what the pole address is, it's 850 SW 253rd Terrace in Homestead, FL 33032.

Mr. Winkeljohn: And your numbers broke up at the beginning, what was it again 850?

Ms. Angell: 11850 SW 253rd.

Mr. Winkeljohn: Got it, thank you, I'll put it into the system.

Ms. Angell: Ok.

Mr. Winkeljohn: Alright, anything else?

Mr. Torres: This is Ozzie, I have one, BrightView, remember you had said they were on it for that palm tree, any idea if they have a ballpark of when they'll get to it?

Mr. Winkeljohn: Yes, he called me today and found the palm and was going to pick it up hopefully this afternoon, if he doesn't get it, it will be tomorrow or Friday, they should be able to stick it in pretty fast.

Mr. Torres: Ok.

Mr. Winkeljohn: The two different supervisors and three different staff people that juggled it all admitted that they screwed us up with that, and there's no cost.

Ms. Torres: It happens.

Mr. Winkeljohn: Right. Any other questions? Go ahead Cheryl.

Ms. Angell: Yes, we talked about the front entrance getting cleaned, has it been cleaned yet, all that black there?

Mr. Winkeljohn: No, we were going to paint it, and try to paint it white, the surface so that the roof surface doesn't bleed the black on it. I was going to bring that back to you a little bit later in the year when seasonal rains slow down.

Ms. Angell: Ok.

Mr. Winkeljohn: Because I don't want to do it now and then it will be wet right away, but Russ is the technical advisor on that one.

Ms. Angell: And we also talked about having more mulch put around?

Mr. Pellicano: I talked to Melvin about that.

Mr. Winkeljohn: Yes, and I asked him about it, you just reminded me, and he answered me, I believe.

Ms. Angell: Ok.

Mr. Winkeljohn: And I thought we approved that, I'm looking, just a minute.

Mr. Pellicano: I think we approved it last month, but it just hasn't gotten done yet.

Ms. Angell: Ok, I just wanted to know if he did it, that's all.

Mr. Winkeljohn: Yes, I gave him the go ahead on the mulch and I also wanted to wait until probably the end of August into the middle of September for rains, because if you put the mulch in it will just get washed away, and to time it when we go to our winter flowers so they're done at the same time, I just refreshed my own memory when I looked at my email.

Ms. Angell: Ok, thank you.

Mr. Pellicano: How much longer do you want to wait to paint the building?

Mr. Winkeljohn: Usually into September when we see the tropical shift, when you don't have 20 named storms out there, that's usually a good sign that you're in the fall, but I usually like to wait right around late September or beginning of October for pressure cleaning, seasonals and mulch, that's the best bang for your buck.

Mr. Brick: Well, inside where the pond is, it's starting to look like an eyesore.

Mr. Winkeljohn: Right I was on the phone with the owner of our pool company, who does the pool just fine, but they've dropped the fountain for some reason, and I don't have the immediate report but I told them that they were on the verge of not having that work any longer.

Mr. Brick: Well it sounds like they're not going to be too upset. Water level is also like a half an inch from the top.

Mr. Winkeljohn: Yes, it's full.

Mr. Brick: And I put a new mosquito cake in there yesterday.

Mr. Winkeljohn: Thank you, and I don't know if you guys saw, they've been releasing the West Nile genetically modified mosquitoes, have you seen that, but Russ puts a treatment in the fountain to keep the mosquito lava under control.

SEVENTH ORDER OF BUSINESS Adjournment

Mr. Winkeljohn: Any other comments or a motion to adjourn?

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

Secretary /Assistant Secretary

Chairman / Vice Chairman



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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

August 24, 2020

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

We are pleased to confirm our understanding of the services we are to provide Hemmingway Point Community Development District, Miami-Dade County, Florida (the "District") for the fiscal year ended September 30, 2020. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Hemmingway Point Community Development District for the fiscal year ended September 30, 2020. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2020 audit.

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

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

1. Management's discussion and analysis
2. Budgetary comparison schedule

Audit Objectives

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

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

Examination Objective

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

Other Services

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

Management Responsibilities

Management is responsible for the financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. As part of the audit, we will assist with preparation of your financial statements and related notes in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

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

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

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of the proposed entries and the impact they have on the financial statements.

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

regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

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

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

Audit Procedures—General

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

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

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

Audit Procedures—Internal Controls

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

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

Audit Procedures—Compliance

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

Engagement Administration, Fees, and Other

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

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

Furthermore, Grau & Associates shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Grau & Associates does not transfer the records to the District; and
- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT:

GMS-SF, LLC
5385 N NOB HILL ROAD
SUNRISE, FL 33351
TELEPHONE: 954-721-8681

Our fee for these services will not exceed \$4,200 for the September 30, 2020 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued.

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

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

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

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Hemmingway Point Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

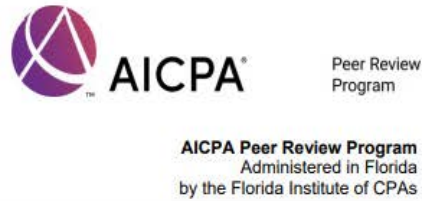
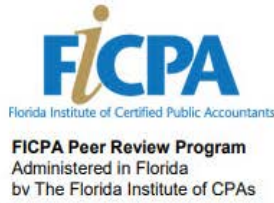
RESPONSE:

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

By: _____

Title: _____

Date: _____



February 20, 2020

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

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

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

Thank you for your cooperation.

Sincerely,
FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 571202



Search for Financial Disclosure Filers

Search Results

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

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

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

Section 112.31445, Florida Statutes, requires that all CE Form 6 Full and Public Disclosure of Financial Interests, other than those of judges and judges of compensation claims, be posted online. Before being posted online, any information required by law to be maintained as confidential must be redacted. For persons other than those who have filed as candidates with the Department of State, this process may take up to five business days.

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

Coordinator:

Rich Hans

Governmental Management Services

5385 N. Nob Hill Rd

Sunrise, FL, 33351

(954) 721-8681

rhans@gmssf.com

Narrow results to a particular suborg:

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

Filer ID	Form Year	Full Name	Organizations	Statutory Filing Requirement	Filing Requirement Fulfilled	Filing History
275424	2019	Angell, Cheryl	• Hemingway Point Community Development District-Board of Supervisors	Form 1 with Miami-Dade County SOE	06/08/2020	View Filing History
275425	2019	Brick, Russell	• Hemingway Point Community Development District-Board of Supervisors	Form 1 with Miami-Dade County SOE	07/06/2020	View Filing History
275426	2019	Pellicano, Anthony	• Hemingway Point Community Development District-Board of Supervisors	Form 1 with Miami-Dade County SOE	06/10/2020	View Filing History
275427	2019	Suarez, Carlos	• Hemingway Point Community Development District-Board of Supervisors	Form 1 with Miami-Dade County SOE	08/17/2020	View Filing History
275428	2019	Torres, Osmay	• Hemingway Point Community Development District-Board of Supervisors	Form 1 with Miami-Dade County SOE	08/14/2020	View Filing History

[Search Again](#)

General Information about Filing Financial Disclosure

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

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

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

Everyone has filed!

HEMINGWAY POINT
Community Development District

Summary of Invoices

September 23, 2020

Fund	Date	Check No.s	Amount
General Fund	8/26/20	825-830	\$ 3,389.10
	9/11/20	831-836	\$ 6,930.73
Total			\$ 10,319.83

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT
8/26/20	00023	8/10/20	202008	310	51300	48000		ALM MEDIA, LLC	*	308.58	308.58 000825
								NOTICE OF PUBLIC HEARING			
8/26/20	00006	7/31/20	202007	310	51300	31500		BILLING COCHRAN LYLES MAURO &	*	1,292.50	1,292.50 000826
								JUL 20 - GENERAL COUNSEL			
8/26/20	00058	8/18/20	202008	320	53800	46400		DOG WASTE BAGS	*	177.00	177.00
8/26/20	00010	8/12/20	202008	320	53800	43000		DISCOUNT LIGHTING & SUPPLIES, INC.	*	341.69	177.00 000827
								11850 SW 252ND TER#CLBHSE			
8/12/20		16670960	202008	320	53800	43000			*	38.69	
								11880 SW 248TH ST #GRDHSE			
8/26/20	00050	8/24/20	202008	320	53800	46300		FLORIDA POWER & LIGHT	*	150.00	380.38 000828
								8/16-8/28 - JANITORIAL			
8/26/20	00060	7/21/20	13733 BA	202008	320	53800	46500	ADRIAN SUAREZ MARTINEZ	*	1,080.64	150.00 000829
								FINAL PMT			
9/11/20	00005	8/25/20	71030519	202008	310	51300	42000	ROBERTS ALUMINUM FURNITURE	*	130.20	1,080.64 000830
								DELIVERIES THRU 8/25			
9/01/20		71098833	202009	310	51300	42000			*	148.31	
								DELIVERIES THRU 9/1			
9/11/20	00001	9/01/20	115	202009	310	51300	34000	FEDEX	*	3,090.00	278.51 000831
								SEP 20 - MGMT FEES			
9/01/20		115	202009	310	51300	35100			*	20.83	
								SEP 20 - COMPUTER TIME			
9/01/20		115	202009	310	51300	31300			*	208.33	
								SEP 20 - DISSEMINATION			
9/01/20		115	202009	310	51300	49500			*	83.33	
								SEP 20 - WEBSITE ADMIN			
9/01/20		115	202009	310	51300	51000			*	15.00	
								SEP 20 - SUPPLIES			
9/01/20		115	202009	310	51300	42000			*	5.00	
								SEP 20 - POSTAGE			
9/01/20		115	202009	310	51300	42500			*	110.40	
								SEP 20 - COPIES			
								GMS-SF, LLC			3,532.89 000832

HEMP HEMINGWAY PT PPOWERS

CHECK DATE	VEND#	INVOICE DATE	YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK.... AMOUNT
9/11/20	00050	09/08/20	0908	2020	320	53800	46300	ADRIAN SUAREZ MARTINEZ	*	150.00	150.00 000833
9/11/20	00035	8/25/20	7770	524	2020	09	320-53800-46600	BAIT PRETREATMENT RENEWAL	*	610.00	610.00 000834
9/11/20	00024	8/25/20	2132	2812	2020	08	320-53800-43100	MASSEY SERVICES INC.	*	269.33	269.33 000835
9/11/20	00040	8/27/20	1383	SEP 20	2020	09	320-53800-46200	MIAMI-DADE WATER & SEWER DEPARTMENT	*	800.00	800.00 000836
9/10/20	1388	9/10/20	1388	SEP 20	2020	09	320-53800-46200	LANSCAPE MAINT	*	1,290.00	1,290.00 000836
NICCOYA LAWNSCAPING, INC.										2,090.00	2,090.00 000836
TOTAL FOR BANK A										10,319.83	10,319.83
TOTAL FOR REGISTER										10,319.83	10,319.83

HEMP HEMINGWAY PT PPWERS

Hemingway Point
COMMUNITY DEVELOPMENT DISTRICT
COMBINED BALANCE SHEET
August 31, 2020

Governmental Fund Types

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Totals 2020</u>
ASSETS:				
Cash	\$92,232	---	---	\$92,232
Investments:				
<u>Series 2013</u>				
Reserve	---	\$83,030	---	\$83,030
Interest	---	\$45	---	\$45
Revenue	---	\$151,244	---	\$151,244
Sinking	---	\$7	---	\$7
Construction	---	---	\$5	\$5
<u>Series 2014</u>				
Reserve	---	\$85,323	---	\$85,323
Interest	---	\$37	---	\$37
Revenue	---	\$130,032	---	\$130,032
Sinking	---	\$8	---	\$8
Construction	---	---	\$12	\$12
Due from General Fund	---	\$0	---	\$0
Electric Deposits	\$491	---	---	\$491
TOTAL ASSETS	<u>\$92,723</u>	<u>\$449,727</u>	<u>\$17</u>	<u>\$542,467</u>
 LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES				
Liabilities:				
Accounts Payable	\$0	---	---	\$0
Due to Debt Service	\$0	---	---	\$0
Fund Balances:				
Restricted for Debt Service	---	\$449,727	---	\$449,727
Restricted for Capital Projects	---	---	\$17	\$17
Unassigned	\$92,723	---	---	\$92,723
TOTAL LIABILITIES & FUND BALANCES	<u>\$92,723</u>	<u>\$449,727</u>	<u>\$17</u>	<u>\$542,467</u>

Hemingway Point
COMMUNITY DEVELOPMENT DISTRICT
General Fund

Statement of Revenues & Expenditures and Changes in Fund Balances
For the Period Ended August 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/20	ACTUAL THRU 08/31/20	VARIANCE
REVENUES:				
Operations Assessments	\$57,013	\$57,013	\$55,584	(\$1,429)
Maintenance Assessments	\$87,826	\$87,826	\$85,624	(\$2,202)
Interest/Misc. Income	\$0	\$0	\$156	\$156
TOTAL REVENUES	\$144,839	\$144,839	\$141,365	(\$3,474)
EXPENDITURES:				
<i>Administrative</i>				
Supervisor Fees/FICA Taxes	\$0	\$0	\$6,028	(\$6,028)
Engineering Fees	\$1,500	\$1,375	\$0	\$1,375
Dissemination Agent	\$2,500	\$2,292	\$2,292	\$0
Assessment Roll	\$1,000	\$1,000	\$1,000	\$0
Attorney Fees	\$12,000	\$11,000	\$14,180	(\$3,180)
Annual Audit	\$4,100	\$4,100	\$4,100	\$0
Trustee Fees	\$8,000	\$8,000	\$8,000	\$0
Management Fees	\$37,080	\$33,990	\$33,990	\$0
Computer Time	\$250	\$229	\$229	\$0
Telephone	\$100	\$92	\$10	\$82
Postage	\$200	\$183	\$1,264	(\$1,080)
Printing & Binding	\$250	\$229	\$645	(\$416)
Insurance	\$6,037	\$6,037	\$5,894	\$143
Legal Advertising	\$600	\$550	\$963	(\$413)
Other Current Charges	\$500	\$458	\$762	(\$304)
Website Admin	\$1,000	\$917	\$917	\$0
Office Supplies	\$150	\$138	\$144	(\$6)
Dues, Licenses & Subscriptions	\$175	\$175	\$175	\$0
Capital Outlay	\$150	\$138	\$0	\$138
TOTAL ADMINISTRATIVE	\$75,592	\$70,902	\$80,593	(\$9,691)
<i>Maintenance</i>				
Security/Pool Attendant	\$30,000	\$27,500	\$0	\$27,500
Phone/Internet	\$1,800	\$1,650	\$1,464	\$186
Electric	\$6,000	\$5,500	\$4,292	\$1,208
Water	\$10,000	\$9,167	\$592	\$8,575
Property Insurance	\$3,418	\$3,418	\$3,353	\$65
Repairs & Maintenance	\$5,000	\$4,583	\$12,903	(\$8,320)
Landscape Maintenance	\$20,000	\$18,333	\$19,600	(\$1,267)
Tree Trimming	\$3,000	\$2,750	\$0	\$2,750
Janitorial Service & Supplies	\$5,000	\$4,583	\$4,183	\$401
Pool Maintenance	\$7,200	\$6,600	\$6,306	\$294
Operating Supplies	\$5,000	\$4,583	\$736	\$3,848
Pressure Washing/Contingencies	\$29,878	\$27,388	\$3,426	\$23,962
TOTAL MAINTENANCE	\$126,296	\$116,056	\$56,854	\$59,202
TOTAL EXPENDITURES	\$201,888	\$186,958	\$137,447	\$49,511
Excess (deficiency) of revenues over (under) expenditures	(\$57,049)	(\$42,119)	\$3,917	\$46,036
Net change in Fund Balance	(\$57,049)	(\$42,119)	\$3,917	\$46,036
FUND BALANCE - Beginning	\$57,049		\$88,806	
FUND BALANCE - Ending	\$0		\$92,723	

Hemingway Point
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2013

Statement of Revenues & Expenditures and Changes in Fund Balances
For the Period Ended August 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/20	ACTUAL THRU 08/31/20	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$2,059	\$2,059
Special Assessments	\$165,900	\$170,067	\$170,067	\$0
Direct Assessments	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$165,900	\$170,067	\$172,126	\$2,059
<u>EXPENDITURES:</u>				
<i>Maturity 2022</i>				
Interest 11/1	\$4,331	\$4,331	\$4,331	\$0
Principal 11/1	\$40,000	\$40,000	\$40,000	\$0
Interest 5/1	\$3,281	\$3,281	\$3,281	\$0
<i>Maturity 2032</i>				
Interest 11/1	\$19,219	\$19,219	\$19,219	\$0
Principal 11/1	\$0	\$0	\$0	\$0
Interest 5/1	\$19,219	\$19,219	\$19,219	\$0
<i>Maturity 2042</i>				
Interest 11/1	\$39,319	\$39,319	\$39,319	\$0
Principal 11/1	\$0	\$0	\$0	\$0
Interest 5/1	\$39,319	\$39,319	\$39,319	\$0
TOTAL EXPENDITURES	\$164,687	\$164,688	\$164,687	\$0
Excess (deficiency) of revenues over (under) expenditures	\$1,213	\$5,379	\$7,438	\$2,059
<u>Other Financing Sources/(Uses):</u>				
Interfund Transfer In/(Out)	\$0	\$0	\$0	\$0
Total Other Financing Sources/(Uses)	\$0	\$0	\$0	\$0
Net change in Fund Balance	\$1,213	\$5,379	\$7,438	\$2,059
FUND BALANCE - Beginning	\$124,341		\$226,888	
FUND BALANCE - Ending	\$125,554		\$234,327	

Hemingway Point
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND - SERIES 2014

Statement of Revenues & Expenditures and Changes in Fund Balances

For the Period Ended August 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/20	ACTUAL THRU 08/31/20	VARIANCE
REVENUES:				
Interest Income	\$0	\$0	\$1,866	\$1,866
Special Assessments	\$170,480	\$170,554	\$170,554	\$0
TOTAL REVENUES	\$170,480	\$170,554	\$172,420	\$1,866
EXPENDITURES:				
Interest 11/1	\$61,094	\$61,094	\$61,094	\$0
Principal 11/1	\$45,000	\$45,000	\$45,000	\$0
Interest 5/1	\$60,053	\$60,053	\$60,053	(\$0)
TOTAL EXPENDITURES	\$166,147	\$166,147	\$166,147	(\$0)
Excess (deficiency) of revenues over (under) expenditures	\$4,333	\$4,408	\$6,273	\$1,865
Other Financing Sources/(Uses):				
Interfund Transfer In/(Out)	\$0	\$0	\$0	\$0
Total Other Financing Sources/(Uses)	\$0	\$0	\$0	\$0
Net change in Fund Balance	\$4,333	\$4,408	\$6,273	\$1,865
FUND BALANCE - Beginning	\$128,617		\$209,127	
FUND BALANCE - Ending	\$132,950		\$215,400	

Hemingway Point
COMMUNITY DEVELOPMENT DISTRICT
CAPITAL PROJECTS FUND - SERIES 2013

Statement of Revenues & Expenditures and Changes in Fund Balances
For the Period Ended August 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/20	ACTUAL THRU 08/31/20	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0
<u>EXPENDITURES:</u>				
Capital Outlay	\$0	\$0	\$0	\$0
Cost of Issuance	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
Excess (deficiency) of revenues over (under) expenditures	\$0	\$0	\$0	\$0
<u>Other Financing Sources/(Uses):</u>				
Interfund Transfer In/(Out)	\$0	\$0	\$0	\$0
Total Other Financing Sources/(Uses)	\$0	\$0	\$0	\$0
Net change in Fund Balance	\$0	\$0	\$0	\$0
FUND BALANCE - Beginning	\$0		\$5	
FUND BALANCE - Ending	\$0		\$5	

Hemingway Point

COMMUNITY DEVELOPMENT DISTRICT CAPITAL PROJECTS FUND - SERIES 2014

Statement of Revenues & Expenditures and Changes in Fund Balances
For the Period Ended August 31, 2020

DESCRIPTION	ADOPTED BUDGET	PRORATED BUDGET THRU 08/31/20	ACTUAL THRU 08/31/20	VARIANCE
<u>REVENUES:</u>				
Interest Income	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0
<u>EXPENDITURES:</u>				
Capital Outlay	\$0	\$0	\$0	\$0
Cost of Issuance	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
Excess (deficiency) of revenues over (under) expenditures	\$0	\$0	\$0	\$0
<u>Other Financing Sources/(Uses):</u>				
Interfund Transfer In/(Out)	\$0	\$0	\$0	\$0
Total Other Financing Sources/(Uses)	\$0	\$0	\$0	\$0
Net change in Fund Balance	\$0	\$0	\$0	\$0
FUND BALANCE - Beginning	\$0		\$12	
FUND BALANCE - Ending	\$0		\$12	

HEMINGWAY POINT

COMMUNITY DEVELOPMENT DISTRICT

Bond Issue:	<u>Series 2013 Special Assessment Bonds</u>	
Original Issue Amount:	\$2,135,000	
Interest Rate:	5.25%	
Maturity Date:	November 1, 2022	\$355,000
Interest Rate:	6.25%	
Maturity Date:	November 1, 2032	\$615,000
Interest Rate:	6.75%	
Maturity Date:	November 1, 2042	\$1,165,000
Reserve Fund Requirement:	50% of Max Annual Debt Service	
Bonds outstanding - 9/30/13	\$2,135,000	
Less: 11/1/13	(\$30,000)	
11/1/14	(\$30,000)	
11/1/15	(\$30,000)	
11/1/16	(\$30,000)	
11/1/17	(\$35,000)	
11/1/18	(\$35,000)	
Current Bonds Outstanding:	<u><u>\$1,945,000</u></u>	

Bond Issue:	<u>Series 2014 Special Assessment Bonds</u>	
Original Issue Amount:	\$2,500,000	
Interest Rate:	4.63%	
Maturity Date:	November 1, 2024	\$47,000
Interest Rate:	5.00%	
Maturity Date:	November 1, 2034	\$760,000
Interest Rate:	6.75%	
Maturity Date:	November 1, 2044	\$1,270,000
Reserve Fund Requirement:	50% of Max Annual Debt Service	
Bonds outstanding - 9/30/14	\$2,500,000	
Less: 11/1/15	(\$35,000)	
11/1/16	(\$40,000)	
11/1/17	(\$40,000)	
11/1/18	(\$45,000)	
Current Bonds Outstanding:	<u><u>\$2,340,000</u></u>	