

**THE HAMMOCKS
COMMUNITY DEVELOPMENT
DISTRICT**

JUNE 14, 2023

AGENDA PACKAGE

Join Zoom Meeting

<https://us06web.zoom.us/j/2261159400>

**CONFERENCE CALL IN: 301-715-8592
CONFERENCE ID: # 226 115 9400**



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

THE HAMMOCKS COMMUNITY DEVELOPMENT DISTRICT

Board of Supervisors:

Frances Plantikow, Chairperson
Mike Henke, Vice Chairperson
Michelle Rodriguez, Assistant Secretary
Alex Manero, Assistant Secretary
Eilyn Rivera, Assistant Secretary

David Wenck, District Manager
Whitney Sousa, District Counsel
Tonja Stewart, District Engineer

Meeting Agenda

June 14, 2023 - 8:00 a.m.

Join Zoom Meeting <https://us06web.zoom.us/j/2261159400>

CONFERENCE CALL IN: 301-715-8592

CONFERENCE ID: # 226 115 9400

1. **Call to Order and Roll Call**
2. **Public Comments on Agenda Items**
3. **Consent Agenda**
 - A. Approval of the Minutes of the May 10, 2023 Meeting [Page 5]
 - B. Approval of April 2023 Financial Statements [Page 9]
4. **Staff Reports**
 - A. District Manager
 - i. Discussion of FY 2024 Budget [Page 24]
 - ii. Discussion of Cost Share Agreement [Page 40]
 - B. District Attorney
 - i. Review of Management RFP (*will be provided under separate cover*)
 - ii. Playground Use
 - C. District Engineer
 - D. SOLitude
 - i. Pond Maintenance Report [Page 77]
5. **New Business**
 - A. Esplanade Dog Park Sound Barrier [Page 87]
6. **Old Business**
7. **Supervisors' Requests**
8. **Audience Comments**
9. **Adjournment**

NOTE: Next Meeting Scheduled for July 12, 2023

District Office:

210 N. University Drive, Suite 702
Coral Springs, Florida

Meeting Location:

Brentwood Clubhouse
8504 Sandpiper Ridge Avenue
Tampa, Florida

Third Order of Business

3A.

**MINUTES OF MEETING
THE HAMMOCKS
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Hammocks Community Development District held a Regular Meeting on Wednesday, May 10, 2023 at 8:00 a.m. at the Brentwood Clubhouse, 8504 Sandpiper Ridge Avenue, Tampa, Florida 33647.

Present and constituting a quorum were:

Frances Plantikow	Chairperson
Mike Henke	Vice Chairman
Michelle Rodriguez	Assistant Secretary
Alex Manero	Assistant Secretary
Eilyn Rivera	Assistant Secretary

Also present were:

David Wenck	District Manager
Residents	

The following is a summary of the minutes and actions taken.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Wenck called the meeting to order and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Public Comments on Agenda Items

None.

THIRD ORDER OF BUSINESS

Consent Agenda

- A. Approval of the Minutes of the April 12, 2023 Meeting
- B. Approval of March 2023 Financial Statements
- C. Report on Number of Registered Voters - 786

On MOTION by Mr. Henke seconded by Ms. Plantikow, with all in favor, the Consent Agenda was approved. (5-0)

FOURTH ORDER OF BUSINESS

Staff Reports

- A. District Manager
 - i. Distribution of the Proposed Budget for Fiscal Year 2024 and Consideration of Resolution 2023-2 Approving the Budget and Setting the Public Hearing
- Mr. Wenck noted there is no increase in assessments.

On MOTION by Mr. Henke seconded by Ms. Rodriguez, with all in favor, Resolution 2023-2 approving the budget and setting a public hearing thereon was adopted. (5-0)

B. District Attorney

C. District Engineer

- Ms. Plantikow inquired about the drainage.
 - Mr. Wenck noted they engineer will determine how much they need in reserves for the drainage system. His understanding is it will have no effect on FY 2024.
- Mr. Manero inquired about the mock-up for a park.
 - Mr. Wenck noted they may need a playground company for that.
- District Manager to ask District Counsel about options to have property deeded by the HOA to the CDD or if CDD can get usage rights to HOA property for the purpose of constructing a playground.

D. SOLitude

i. Pond Maintenance Report

- District Manager to ask SOLitude for price to clean up trash on all ponds.

FIFTH ORDER OF BUSINESS

New Business

- None.

SIXTH ORDER OF BUSINESS

Old Business

- None.

SEVENTH ORDER OF BUSINESS

Supervisors' Requests

- Ms. Rodriguez addressed planting trees as a noise barrier.
- District Manager to get contact info for Blue Line and ABC 12 Trees from Ms. Oram. Ask for proposal to plant trees to help block noise from Esplanade playground.
- Ms. Plantikow requested Mr. Wenck contact HOA/Yellowstone about lack of maintenance of the nature trails and mulch/pine needles.
- Mr. Manero addressed the City of Tampa water easement not being maintained.
- Mr. Manero addressed amending the Cost Share Agreement.

On MOTION by Mr. Manero seconded by Ms. Rivera, with Mr. Manero and Ms. Rivera voting aye and Ms. Plantikow, Mr. Henke

and Ms. Rodriguez voting nay, to amend the Cost Share Agreement with HOA on landscaping to reflect price based on Yellowstone contract. Motion failed (2-3)

- Mr. Manero addressed going out to bid on the District Management contract.

Mr. Manero MOVED to have District Counsel put together an RFP and send out to bid with other management companies. Motion died for lack of a second.

On MOTION by Ms. Plantikow seconded by Mr. Manero, with Ms. Plantikow, Mr. Manero, Ms. Rodriguez and Ms. Rivera voting aye and Mr., Henke voting nay, to have District Counsel prepare an RFP for Management Services and present to the Board at the next meeting for approval by the Board was approved. (4-1)

EIGHTH ORDER OF BUSINESS

Audience Comments

- None.

NINTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Henke seconded by Mr. Manero, with all in favor, the meeting was adjourned. (5-0)

Frances Plantikow
Chairperson

3B.

**The Hammocks
Community Development District**

Financial Report

April 30, 2023

Prepared by



Table of Contents

<u>FINANCIAL STATEMENTS</u>	Page #
Balance Sheet - All Funds	1
Statement of Revenues, Expenditures and Changes in Fund Balances	
General Fund	2-3
Debt Service Funds	4
 <u>SUPPORTING SCHEDULES</u>	
Non-Ad Valorem Special Assessments	5
Cash & Investment Report	6
Bank Reconciliation	7
Check Register	8

**The Hammocks
Community Development District**

Financial Statements

(Unaudited)

April 30, 2023

Balance Sheet
April 30, 2023

ACCOUNT DESCRIPTION	GENERAL FUND	SERIES 2016 DEBT SERVICE FUND	TOTAL
<u>ASSETS</u>			
Cash - Checking Account	\$ 100,126	\$ -	\$ 100,126
Accounts Receivable	2,876	-	2,876
Investments:			
Money Market Account	517,785	-	517,785
Interest Account	-	60,400	60,400
Prepayment Account	-	5,000	5,000
Reserve Fund	-	127,760	127,760
Revenue Fund	-	111,299	111,299
Sinking fund	-	200,000	200,000
TOTAL ASSETS	\$ 620,787	\$ 504,459	\$ 1,125,246
<u>LIABILITIES</u>			
Accounts Payable	\$ 5,041	\$ -	\$ 5,041
Accrued Expenses	3,979	-	3,979
TOTAL LIABILITIES	9,020	-	9,020
<u>FUND BALANCES</u>			
Restricted for:			
Debt Service	-	504,459	504,459
Assigned to:			
Operating Reserves	58,520	-	58,520
Reserves - Ponds	174,978	-	174,978
Unassigned:	378,269	-	378,269
TOTAL FUND BALANCES	\$ 611,767	\$ 504,459	\$ 1,116,226
TOTAL LIABILITIES & FUND BALANCES	\$ 620,787	\$ 504,459	\$ 1,125,246

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 1,209	\$ 707	\$ 10,507	\$ 9,800
Interest - Tax Collector	-	-	264	264
Special Assmnts- Tax Collector	241,800	241,800	239,905	(1,895)
Special Assmnts- Discounts	(9,672)	(9,672)	(9,258)	414
TOTAL REVENUES	233,337	232,835	241,418	8,583
EXPENDITURES				
Administration				
P/R-Board of Supervisors	6,000	3,000	4,800	(1,800)
FICA Taxes	459	230	367	(137)
ProfServ-Engineering	1,000	583	1,279	(696)
ProfServ-Legal Services	2,000	1,167	2,771	(1,604)
ProfServ-Mgmt Consulting	51,017	29,760	29,760	-
ProfServ-Special Assessment	12,751	12,751	12,751	-
ProfServ-Trustee Fees	3,717	3,717	3,717	-
Auditing Services	5,100	5,100	5,400	(300)
Postage and Freight	250	146	43	103
Insurance - General Liability	10,732	10,732	8,075	2,657
Printing and Binding	100	58	4	54
Legal Advertising	3,500	2,042	393	1,649
Misc-Bank Charges	700	408	748	(340)
Misc-Assessment Collection Cost	4,836	4,836	4,613	223
Misc-Web Hosting	3,000	1,750	1,563	187
Office Supplies	100	58	-	58
Annual District Filing Fee	175	175	175	-
Total Administration	105,437	76,513	76,459	54
Field				
Contracts-Landscape	85,166	49,680	11,567	38,113
Contracts-Lakes	5,317	3,102	3,161	(59)
R&M-Fence	5,000	2,917	1,600	1,317
R&M-Irrigation	5,459	3,184	-	3,184
R&M-Mulch	11,000	11,000	-	11,000
Misc-Contingency	16,700	9,742	4,416	5,326
Reserve - Ponds	20,000	-	-	-
Total Field	148,642	79,625	20,744	58,881
TOTAL EXPENDITURES	254,079	156,138	97,203	58,935
Excess (deficiency) of revenues Over (under) expenditures	(20,742)	76,697	144,215	67,518

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2023

<u>ACCOUNT DESCRIPTION</u>	<u>ANNUAL ADOPTED BUDGET</u>	<u>YEAR TO DATE BUDGET</u>	<u>YEAR TO DATE ACTUAL</u>	<u>VARIANCE (\$) FAV(UNFAV)</u>
<u>OTHER FINANCING SOURCES (USES)</u>				
Contribution to (Use of) Fund Balance	(20,742)	-	-	-
TOTAL FINANCING SOURCES (USES)	(20,742)	-	0%	-
Net change in fund balance	\$ (20,742)	\$ 76,697	\$ 144,215	\$ 67,518
FUND BALANCE, BEGINNING (OCT 1, 2022)	467,552	467,552	467,552	
FUND BALANCE, ENDING	\$ 446,810	\$ 544,249	\$ 611,767	

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2023

ACCOUNT DESCRIPTION	ANNUAL ADOPTED BUDGET	YEAR TO DATE BUDGET	YEAR TO DATE ACTUAL	VARIANCE (\$) FAV(UNFAV)
REVENUES				
Interest - Investments	\$ 18	\$ 11	\$ 10	\$ (1)
Special Assmnts- Tax Collector	350,774	350,774	348,026	(2,748)
Special Assmnts- Discounts	(14,032)	(14,032)	(13,430)	602
TOTAL REVENUES	336,760	336,753	334,606	(2,147)
EXPENDITURES				
Administration				
Misc-Assessment Collection Cost	7,015	7,015	6,692	323
Total Administration	7,015	7,015	6,692	323
Debt Service				
Principal Debt Retirement	200,000	-	-	-
Principal Prepayments	-	-	5,000	(5,000)
Interest Expense	120,960	60,480	60,480	-
Total Debt Service	320,960	60,480	65,480	(5,000)
TOTAL EXPENDITURES	327,975	67,495	72,172	(4,677)
Excess (deficiency) of revenues Over (under) expenditures	8,785	269,258	262,434	(6,824)
OTHER FINANCING SOURCES (USES)				
Contribution to (Use of) Fund Balance	8,785	-	-	-
TOTAL FINANCING SOURCES (USES)	8,785	-	0%	-
Net change in fund balance	\$ 8,785	\$ 269,258	\$ 262,434	\$ (6,824)
FUND BALANCE, BEGINNING (OCT 1, 2022)	242,025	242,025	242,025	
FUND BALANCE, ENDING	\$ 250,810	\$ 511,283	\$ 504,459	

**The Hammocks
Community Development District**

Supporting Schedules

April 30, 2023

**Non-Ad Valorem Special Assessments
Hillsborough County Tax Collector - Monthly Collection Report
For the Fiscal Year Ending September 30, 2023**

Date Received	Net Amt Rcvd	Discount / (Penalties) Amount	Collection Cost	Gross Amount Received	Allocation	
					General Fund Assessments	Debt Service Fund Assessments
ASSESSMENTS LEVIED FY 2023				\$ 592,573	\$ 241,800	\$ 350,774
Allocation %				100%	41%	59%
11/02/22	\$ 6,201	\$ 321	\$ 127	\$ 6,649	\$ 2,713	\$ 3,936
11/16/22	\$ 46,000	\$ 1,956	\$ 939	\$ 48,894	\$ 19,951	\$ 28,943
11/22/22	\$ 29,578	\$ 1,258	\$ 604	\$ 31,439	\$ 12,829	\$ 18,610
11/29/22	\$ 54,600	\$ 2,321	\$ 1,114	\$ 58,036	\$ 23,682	\$ 34,354
12/07/22	\$ 369,534	\$ 15,711	\$ 7,542	\$ 392,786	\$ 160,277	\$ 232,510
12/14/22	\$ 11,502	\$ 434	\$ 235	\$ 12,170	\$ 4,966	\$ 7,204
01/05/23	\$ 12,096	\$ 384	\$ 247	\$ 12,728	\$ 5,193	\$ 7,534
02/03/23	\$ 8,616	\$ 221	\$ 176	\$ 9,013	\$ 3,678	\$ 5,335
03/02/23	\$ 7,915	\$ 82	\$ 162	\$ 8,158	\$ 3,329	\$ 4,829
04/05/23	\$ 7,897	\$ -	\$ 161	\$ 8,058	\$ 3,288	\$ 4,770
TOTAL	\$ 553,938	\$ 22,688	\$ 11,305	\$ 587,931	\$ 239,905	\$ 348,026
% COLLECTED				99%	99%	99%
TOTAL OUTSTANDING				\$ 4,643	\$ 1,894	\$ 2,748

Cash and Investment Report

April 30, 2023

General Fund

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Balance</u>
Checking Account - Operating	Valley	n/a	4.50%	\$80,116
Checking Account - Operating	Hancock	n/a	0.00%	\$20,010
MMA	Bank United	Money Market Account	4.50%	\$517,785
Subtotal				\$617,911

Debt Service Funds

<u>Account Name</u>	<u>Bank Name</u>	<u>Investment Type</u>	<u>Yield</u>	<u>Balance</u>
Series 2016 Interest	US Bank	US Bank Open Ended CP	0.005%	\$60,400
Series 2016 Prepayment	US Bank	US Bank Open Ended CP	0.005%	\$5,000
Series 2016 Reserve	US Bank	US Bank Open Ended CP	0.005%	\$127,760
Series 2016 Revenue Fund	US Bank	US Bank Open Ended CP	0.005%	\$111,299
Series 2016 Sinking Fund	US Bank	US Bank Open Ended CP	0.005%	\$200,000
Subtotal				\$504,459
Total				\$1,122,370

The Hammocks CDD

Bank Reconciliation

Bank Account No. 7492 VALLEY BANK GF CHECKING
 Statement No. 04-23
 Statement Date 4/30/2023

G/L Balance (LCY)	80,116.25	Statement Balance	84,801.56
G/L Balance	80,116.25	Outstanding Deposits	0.00
Positive Adjustments	0.00		
	<hr/>		
Subtotal	80,116.25	Subtotal	84,801.56
Negative Adjustments	0.00	Outstanding Checks	4,685.31
	<hr/>	Differences	0.00
Ending G/L Balance	80,116.25	Ending Balance	80,116.25
Difference	0.00		

Posting Date	Document Type	Document No.	Description	Amount	Cleared Amount	Difference
Outstanding Checks						
4/27/2023	Payment	4267	HAMMOCKS CDD C/O US BANK N.A.	4,685.31	0.00	4,685.31
Total Outstanding Checks.....				4,685.31		4,685.31

THE HAMMOCKS COMMUNITY DEVELOPMENT DISTRICT

**Payment Register by Fund
For the Period from 04/01/23 to 04/30/23
(Sorted by Check / ACH No.)**

Fund No.	Check / ACH No.	Date	Payee	Invoice No.	Payment Description	Invoice / GL Description	G/L Account #	Amount Paid
----------	-----------------	------	-------	-------------	---------------------	--------------------------	---------------	-------------

GENERAL FUND - 001

001	138	04/11/23	HAMMOCKS CDD	040523-1	TRANSFER FROM BU MM TO VALLEY CK	Cash with Fiscal Agent	103000	\$20,000.00
001	4257	04/04/23	STRALEY & ROBIN	22867	PROFESSIONAL SERVICES THRU 2/20-3/13/23	ProfServ-Legal Services	531023-51401	\$407.50
001	4258	04/04/23	INFRAMARK, LLC	91823	MARCH 2023 MGMT FEES	ProfServ-Mgmt Consulting Serv	531027-51201	\$4,251.42
001	4258	04/04/23	INFRAMARK, LLC	91823	MARCH 2023 MGMT FEES	Postage and Freight	541006-51301	\$9.00
001	4259	04/04/23	GRAU AND ASSOCIATES	23534	AUDIT FYE 09/30/22	Auditing Services	532002-51301	\$5,400.00
001	4260	04/04/23	SOLITUDE LAKE MANAGEMENT	PSI-54411	03/2023 LAKE & POND MGMT	Contracts-Lakes	534084-53901	\$451.54
001	4261	04/04/23	SIGNS OF TAMPA BAY LLC	SAR-17518	ALUMINUM SIGN AND INSTALLATION	SIGNS	549900-53901	\$1,296.73
001	4262	04/04/23	MUELLER HOME REPAIR LLC	2075	4 RAMPS FOR BRIDGES IN CONSERVATION AREA	Misc-Contingency	549900-53901	\$2,200.00
001	4264	04/14/23	FRANCES K. PLANTIKOW	PAYROLL	April 14, 2023 Payroll Posting			\$184.70
001	4265	04/14/23	MICHAEL J. HENKE	PAYROLL	April 14, 2023 Payroll Posting			\$184.70
001	4266	04/14/23	EILYN RIVERA	PAYROLL	April 14, 2023 Payroll Posting			\$174.70
001	DD130	04/14/23	MICHELLE RODRIGUEZ	PAYROLL	April 14, 2023 Payroll Posting			\$184.70
001	DD131	04/14/23	ALEX J. MANERO	PAYROLL	April 14, 2023 Payroll Posting			\$184.70
							Fund Total	\$34,929.69

SERIES 2016 DEBT SERVICE FUND - 202

202	4263	04/11/23	HAMMOCKS CDD C/O US BANK N.A.	040523-3	TRANSFER OF TAX RECEIPTS (SERIES 2016)	Due From Other Funds	131000	\$4,674.41
202	4267	04/27/23	HAMMOCKS CDD C/O US BANK N.A.	030223-3	TRANSFER OF TAX RECEIPTS (SERIES 2016)	Due From Other Funds	131000	\$4,685.31
							Fund Total	\$9,359.72

Total Checks Paid	\$44,289.41
--------------------------	--------------------

Fourth Order of Business

4A.

4Ai.

THE HAMMOCKS
Community Development District

Annual Operating and Debt Service Budget
Fiscal Year 2024

Version 5 - Modified Tentative:
(Printed on 5/19/2023 12:00pm)

Prepared by:



Table of Contents

	<u>Page #</u>
<u>OPERATING BUDGET</u>	
General Fund	
Summary of Revenues, Expenditures and Changes in Fund Balances	1-2
Exhibit A - Allocation of Fund Balances	3
Budget Narrative	4-6
<u>DEBT SERVICE BUDGETS</u>	
Series 2016	
Summary of Revenues, Expenditures and Changes in Fund Balances	7
Amortization Schedule	8
Budget Narrative	9
<u>SUPPORTING BUDGET SCHEDULES</u>	
2024-2023 Non-Ad Valorem Assessment Summary	10

The Hammocks
Community Development District

Operating Budget
Fiscal Year 2024

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL	ACTUAL	ADOPTED	ACTUAL	PROJECTED	TOTAL	ANNUAL
	FY 2021	FY 2022	BUDGET	THRU	MAY -	PROJECTED	BUDGET
			FY 2023	APR-2023	SEP-2023	FY 2023	FY 2024
REVENUES							
Interest - Investments	\$ 1,091	\$ 2,005	\$ 1,209	\$ 10,507	\$ 7,505	\$ 18,012	\$ 14,000
Interest - Tax Collector	17	118	-	264	-	264	-
Special Assmnts- Tax Collector	219,731	219,731	241,800	239,905	1,895	241,800	241,800
Special Assmnts- Discounts	(8,317)	(8,515)	(9,672)	(9,258)	-	(9,258)	(9,672)
TOTAL REVENUES	212,522	213,339	233,337	241,418	9,400	250,818	246,128
EXPENDITURES							
<i>Administrative</i>							
P/R-Board of Supervisors	4,200	7,800	6,000	4,800	5,000	9,800	12,000
FICA Taxes	321	597	459	367	383	750	918
ProfServ-Engineering	-	988	1,000	1,279	914	2,193	1,000
ProfServ-Legal Services	1,284	9,571	2,000	2,771	1,979	4,750	2,000
ProfServ-Mgmt Consulting	48,088	49,531	51,017	29,760	24,257	54,017	54,017
ProfServ-Special Assessment	12,500	12,625	12,751	12,751	-	12,751	12,751
ProfServ-Trustee Fees	3,717	3,717	3,717	3,717	-	3,717	3,750
Auditing Services	5,100	5,300	5,100	5,400	-	5,400	5,400
Postage and Freight	163	605	250	43	207	250	250
Insurance - General Liability	9,756	9,756	10,732	8,075	-	8,075	11,805
Printing and Binding	1	-	100	4	96	100	100
Legal Advertising	2,681	3,779	3,500	393	2,837	3,230	3,500
Misc-Bank Charges	804	1,029	700	748	534	1,282	1,200
Misc-Assessment Collection Cost	2,481	2,548	4,836	4,613	223	4,836	4,836
Misc-Contingency	-	-	-	-	-	-	-
Misc-Web Hosting	2,769	1,782	3,000	1,563	1,437	3,000	3,000
Office Supplies	-	-	100	-	100	100	100
Annual District Filing Fee	175	175	175	175	-	175	175
Total Administrative	94,040	109,803	105,437	76,459	37,967	114,426	116,802
<i>Field</i>							
Contracts-Landscape	56,599	54,354	85,166	11,567	8,958	20,525	22,000
Contracts-Lakes	5,064	5,271	5,317	3,161	2,258	5,419	5,418
R&M-Fence	-	-	5,000	1,600	3,400	5,000	2,000
R&M-Irrigation	-	-	5,459	-	5,459	5,459	-
R&M-Mulch	10,071	-	11,000	-	11,000	11,000	11,000
R&M-Emergency & Disaster Relief	-	955	-	-	-	-	-
Misc-Contingency	7,509	-	16,700	4,416	12,284	16,700	68,907
Reserve - Ponds	-	-	20,000	-	-	-	20,000
Total Field	79,243	60,580	148,642	20,744	43,358	64,102	129,325
TOTAL EXPENDITURES	173,283	170,383	254,079	97,203	81,325	178,528	246,128
Excess (deficiency) of revenues							
Over (under) expenditures	39,239	42,956	(20,742)	144,215	(71,925)	72,290	-
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	-	-	(20,742)	-	-	-	-
TOTAL OTHER SOURCES (USES)	-	-	(20,742)	-	-	-	-

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2021	ACTUAL FY 2022	ADOPTED BUDGET FY 2023	ACTUAL THRU APR-2023	PROJECTED MAY - SEP-2023	TOTAL PROJECTED FY 2023	ANNUAL BUDGET FY 2024
Net change in fund balance	39,239	42,956	(20,742)	144,215	(71,925)	72,290	-
FUND BALANCE, BEGINNING	385,357	424,596	467,552	467,552	-	467,552	539,842
FUND BALANCE, ENDING	\$ 424,596	\$ 467,552	\$ 446,810	\$ 611,767	\$ (71,925)	\$ 539,842	\$ 539,842

Exhibit "A"
Allocation of Fund Balances

AVAILABLE FUNDS

	<u>Amount</u>
Beginning Fund Balance - Fiscal Year 2024	\$ 539,842
Net Change in Fund Balance - Fiscal Year 2024	-
Reserves - Fiscal Year 2024 Additions	20,000
Total Funds Available (Estimated) - 9/30/2024	559,842

ALLOCATION OF AVAILABLE FUNDS

Assigned Fund Balance

Operating Reserve - First Quarter Operating Capital		56,532	(1)
Reserves - Ponds (prior year)	154,978		(2)
Reserves - Ponds (FY 2023)	20,000		-
Reserves - Ponds (FY 2024)	20,000	194,978	
Total Allocation of Available Funds		251,510	

Total Unassigned (undesignated) Cash	\$ 308,332
---	-------------------

Notes

- (1) Represents approximately 3 months of operating expenditures
- (2) Ties to the motion to assign fund balance at 9/30/22.

Budget Narrative
Fiscal Year 2024

REVENUES

Interest-Investments

The District earns interest on the monthly average collected balance for their operating accounts.

Special Assessments-Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District to pay for the operating expenditures during the Fiscal Year.

Special Assessments-Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payment of assessments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Administrative**P/R-Board of Supervisors**

Chapter 190 of the Florida Statutes allows for members of the Board of Supervisors to be compensated \$200 per meeting at which they are in attendance. The amount for the Fiscal Year is based upon five supervisors attending all meetings.

FICA Taxes

Payroll taxes for supervisor salaries are calculated as 7.65% of payroll.

Professional Services-Engineering

The District's engineer provides general engineering services to the District, i.e. attendance and preparation for monthly board meetings when requested, review of invoices and other specifically requested assignments.

Professional Services-Legal Services

The District's Attorney, Straley & Robin, P.A., provides general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions and other research as directed or requested by the Board of Supervisors and the District Manager.

Professional Services-Management Consulting Services

The District receives management, accounting and administrative services as part of a management agreement with Inframark Infrastructure Management Services. Also included are costs for information technology charges to process the District's financial activities, i.e. accounts payable, financial statements, budgets, etc., on a main frame computer owned by Inframark Infrastructure Management Services in accordance with the management contract. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

Professional Services-Special Assessment

The District has contracted with Inframark Infrastructure Management Services for the collection of assessments, updating the District's tax roll and levying the annual assessment.

Professional Services-Trustee

The District issued this Series of 2016 Special Assessment Bonds that are deposited with a Trustee to handle all trustee matters. The annual trustee fee is based on standard fees charged plus any out-of-pocket expenses.

Budget Narrative
Fiscal Year 2024

EXPENDITURES

Administrative (continued)

Auditing Services

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is estimated based on historical cost.

Postage and Freight

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

Insurance-General Liability

The District's General Liability & Public Officials Liability Insurance policy is with Egis Insurance and Risk Advisors. They specialize in providing insurance coverage to governmental agencies. The budgeted amount allows for a projected increase in the premium due to market uncertainty.

Printing and Binding

Copies used in the preparation of agenda packages, required mailings, and other special projects.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

Miscellaneous-Bank Charges

This includes a contingency to cover stop payment services as needed.

Miscellaneous-Assessment Collection Costs

The District reimburses the Hillsborough County Tax Collector for her or his necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The fiscal year budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Miscellaneous-Web Hosting

Costs associated with web services provided by Inframark Infrastructure Management Services and ADA compliance services historically provided by Innersync Studio, Ltd.

Office Supplies

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

Annual District Filing Fee

The District is required to pay an annual fee of \$175 to the Department of Community Affairs.

Budget Narrative
Fiscal Year 2024**EXPENDITURES****Field****Contracts-Landscape**

The District currently has a contract to maintain the landscaping of the common areas within the District. The amount is based on proposed contract amounts and prior year's costs. The HOA is billed 70% of each invoice.

Contracts-Lakes

The District has a permit obligation to comply with certain conditions for the establishment and maintenance of upland/wetland conservation areas and for maintenance of storm water management areas.

R&M-Fence

The District will incur repair and maintenance for the District's fence.

R&M-Irrigation

The District will incur repairs and maintenance to the District's irrigation system.

R&M-Mulch

The District will replace mulch through out the District.

Miscellaneous-Contingency

This represents any additional expenses that may not have been provided for within another budgeted line item.

Reserve-Ponds

The district anticipates placing funds aside for future repairs.

The Hammocks
Community Development District

Debt Service Budgets
Fiscal Year 2024

Summary of Revenues, Expenditures and Changes in Fund Balances
Fiscal Year 2024 Modified Tentative Budget

ACCOUNT DESCRIPTION	ACTUAL FY 2021	ACTUAL FY 2022	ADOPTED BUDGET FY 2023	ACTUAL THRU APR-2023	PROJECTED MAY - SEP-2023	TOTAL PROJECTED FY 2023	ANNUAL BUDGET FY 2024
REVENUES							
Interest - Investments	\$ 16	\$ 15	\$ 18	\$ 10	\$ 8	\$ 18	\$ 18
Special Assmnts- Tax Collector	350,774	350,774	350,774	348,026	2,748	350,774	350,774
Special Assmnts- Discounts	(13,277)	(13,592)	(14,032)	(13,430)	-	(13,430)	(14,031)
TOTAL REVENUES	337,513	337,197	336,760	334,606	2,756	337,362	336,761
EXPENDITURES							
<i>Administrative</i>							
Misc-Assessment Collection Cost	4,018	4,122	7,015	6,692	323	7,015	7,015
Total Administrative	4,018	4,122	7,015	6,692	323	7,015	7,015
<i>Debt Service</i>							
Principal Debt Retirement	190,000	195,000	200,000	-	200,000	200,000	205,000
Principal Prepayments	10,000	10,000	-	5,000	-	5,000	-
Interest Expense	133,840	127,440	120,960	60,480	60,400	120,880	114,400
Total Debt Service	333,840	332,440	320,960	65,480	260,400	325,880	319,400
TOTAL EXPENDITURES	337,858	336,562	327,975	72,172	260,723	332,895	326,415
Excess (deficiency) of revenues Over (under) expenditures	(345)	635	8,785	262,434	(257,967)	4,467	8,785
OTHER FINANCING SOURCES (USES)							
Contribution to (Use of) Fund Balance	-	-	8,785	-	-	-	8,785
TOTAL OTHER SOURCES (USES)	-	-	8,785	-	-	-	8,785
Net change in fund balance	(345)	635	8,785	262,434	(257,967)	4,467	8,785
FUND BALANCE, BEGINNING	241,736	241,391	242,025	242,025	-	242,025	246,492
FUND BALANCE, ENDING	\$ 241,391	\$ 242,026	\$ 250,810	\$ 504,459	\$ (257,967)	\$ 246,492	\$ 255,277

Special Assessment Bonds
AMORTIZATION SCHEDULE

DATE	BALANCE	RATE	PRINCIPAL	EXTRAORDINARY REDEMPTION	INTEREST	TOTAL
11/1/2023	\$3,575,000	3.20%	\$0	\$0	\$57,200	\$57,200
5/1/2024	\$3,575,000	3.20%	\$205,000	\$0	\$57,200	\$262,200
11/1/2024	\$3,370,000	3.20%	\$0	\$0	\$53,920	\$53,920
5/1/2025	\$3,370,000	3.20%	\$215,000	\$0	\$53,920	\$268,920
11/1/2025	\$3,155,000	3.20%	\$0	\$0	\$50,480	\$50,480
5/1/2026	\$3,155,000	3.20%	\$220,000	\$0	\$50,480	\$270,480
11/1/2026	\$2,935,000	3.20%	\$0	\$0	\$46,960	\$46,960
5/1/2027	\$2,935,000	3.20%	\$225,000	\$0	\$46,960	\$271,960
11/1/2027	\$2,710,000	3.20%	\$0	\$0	\$43,360	\$43,360
5/1/2028	\$2,710,000	3.20%	\$235,000	\$0	\$43,360	\$278,360
11/1/2028	\$2,475,000	3.20%	\$0	\$0	\$39,600	\$39,600
5/1/2029	\$2,475,000	3.20%	\$240,000	\$0	\$39,600	\$279,600
11/1/2029	\$2,235,000	3.20%	\$0	\$0	\$35,760	\$35,760
5/1/2030	\$2,235,000	3.20%	\$250,000	\$0	\$35,760	\$285,760
11/1/2030	\$1,985,000	3.20%	\$0	\$0	\$31,760	\$31,760
5/1/2031	\$1,985,000	3.20%	\$260,000	\$0	\$31,760	\$291,760
11/1/2031	\$1,725,000	3.20%	\$0	\$0	\$27,600	\$27,600
5/1/2032	\$1,725,000	3.20%	\$265,000	\$0	\$27,600	\$292,600
11/1/2032	\$1,460,000	3.20%	\$0	\$0	\$23,360	\$23,360
5/1/2033	\$1,460,000	3.20%	\$275,000	\$0	\$23,360	\$298,360
11/1/2033	\$1,185,000	3.20%	\$0	\$0	\$18,960	\$18,960
5/1/2034	\$1,185,000	3.20%	\$285,000	\$0	\$18,960	\$303,960
11/1/2034	\$900,000	3.20%	\$0	\$0	\$14,400	\$14,400
5/1/2035	\$900,000	3.20%	\$290,000	\$0	\$14,400	\$304,400
11/1/2035	\$610,000	3.20%	\$0	\$0	\$9,760	\$9,760
5/1/2036	\$610,000	3.20%	\$300,000	\$0	\$9,760	\$309,760
11/1/2036	\$310,000	3.20%	\$0	\$0	\$4,960	\$4,960
5/1/2037	\$310,000	3.20%	\$310,000	\$0	\$4,960	\$314,960
			\$3,575,000	\$0	\$916,160	\$4,491,160

Budget Narrative
Fiscal Year 2024

REVENUES

Interest - Investments

The District earns interest income on their trust accounts with US Bank.

Special Assessment - Tax Collector

The District will levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the debt service expenditures during the Fiscal Year.

Special Assessment - Discounts

Per Section 197.162, Florida Statutes, discounts are allowed for early payments. The budgeted amount for the fiscal year is calculated at 4% of the anticipated Non-Ad Valorem assessments.

EXPENDITURES

Administrative

Miscellaneous-Assessment Collection Cost

The District reimburses the Hillsborough County Tax Collector for his or her necessary administrative costs. Per the Florida Statutes, administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District also compensates the Tax Collector for the actual cost of collection or 2% on the amount of special assessments collected and remitted, whichever is greater. The fiscal year budget for collection costs was based on a maximum of 2% of the anticipated assessment collections.

Debt Service

Principal Debt Retirement

The District pays regular principal payments annually in order to pay down/retire the debt.

Interest Expense

The District pays interest expense on the debt twice during the year.

The Hammocks
Community Development District

Supporting Budget Schedules
Fiscal Year 2024

**Comparison of Assessment Rates
Fiscal Year 2024 vs. Fiscal Year 2023**

Name	General Fund 001			Debt Service			Total Assessments per Unit			Total Units
	FY 2024	FY 2023	Percent Change	FY 2024	FY 2023	Percent Change	FY 2024	FY 2023	Percent Change	
Brentwood	\$512.29	\$512.29	0.0%	\$747.92	\$747.92	0.0%	\$1,260.21	\$1,260.21	0.0%	234
Oakwood	\$458.36	\$458.36	0.0%	\$669.19	\$669.19	0.0%	\$1,127.55	\$1,127.55	0.0%	266
										500

4Aii.

MAINTENANCE COST SHARING AGREEMENT

This Maintenance Cost Sharing Agreement (the "**Agreement**") is made and entered into effective as of the 14th day of March, 2022, between **The Hammocks Community Development District**, a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes, with the mailing address of 2654 Cypress Ridge Blvd., Suite 101, Wesley Chapel, Florida 33544 (the "**District**") and **The Hammocks Townhomes Homeowners Association, Inc.**, a Florida non-profit corporation with the mailing address of 4131 Gunn Highway, Tampa, Florida 33618 (the "**Association**").

Background Information

The District and the Association are the owners of property within the boundaries of the District. The District is responsible for maintaining property owned by the District, as described in the map attached hereto as **Exhibit A**, ("**District Property**"), and the Association is responsible for maintaining property owned by the Association, as described in the map attached hereto as **Exhibit B**, ("**Association Property**", and together with the District Property, the "**Common Areas**").

In order to reduce their respective maintenance expenses, The District and the Association desire to enter into a cost-sharing agreement in which the Association will be in charge of selecting, with the District's input, contracting with, and directing a landscaping contractor for any required landscaping maintenance work on the Association Property and the District Property and the District will fully reimburse the Association for the work performed on the District Property. This Agreement will benefit the District residents and the Association members through the reduction in the overall landscape maintenance expenses for the Common Areas.

Based upon the landscape maintenance services required for the District Property and the

Association Property, and the bids received for such services, the District and the Association agree that the District's portion of the maintenance expenses shall be thirty percent (30%) and the Association's portion of the maintenance expenses shall be seventy percent (70%) of the total cost of the Association's contract with the landscaping contractor selected by the Association.

Operative Provisions

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the District and the Association agree as follows:

1. **Incorporation of Recitals**. The foregoing Background Information is true and correct and is hereby incorporated into this Agreement by this reference.
2. **Cost Sharing**. The District agrees to pay the Association 30% of the monthly mowing and maintenance costs for the Common Areas within the boundaries of the District.
3. **Grant of License**. The District hereby grants to the Association a non-exclusive license over, across, and around the District Property for purposes of landscape maintenance ("License"). The License shall include rights of ingress and egress as may be reasonably necessary for the Association, and its employees, contractors, or assigns, to access the District Property to facilitate such services. Any work performed by or on behalf of the District pursuant to the License shall be performed in accordance with all applicable governmental standards and regulations and performed in a good, workmanlike, and lien-free manner.
4. **Frequency of Mowing**. The Association agrees to mow and maintain the District Property at the same frequency and level of service as the Association Property.
5. **Term**. This Agreement shall become effective as of the date of this Agreement, and shall remain in effect for one (1) year from that date. This Agreement shall

automatically renew annually, unless terminated by either party in accordance with this Agreement.

6. **Termination.** Either party may terminate this Agreement without cause upon sixty (60) days written notice.

7. **Insurance.**

a. Each party shall procure and maintain in force at all times during the term of this Agreement general liability insurance insuring themselves against any liability whatsoever occasioned by any accident on or about the Association Property or District Property or any appurtenance thereto, in minimum amounts of \$1,000,000 for injury to any one person.

b. All insurance required under this Agreement shall be written with an insurance company or companies authorized to do business in the State of Florida.

c. The District shall be named as the Insurance Certificate Holder and shall be an additional named insured on all Association's policies of liability insurance.

d. All contractors and vendors performing services on behalf of the Association pursuant to this Agreement, and for the benefit of the District, shall maintain insurance coverages as outlined above, including general commercial liability insurance in an aggregate amount not less than \$1,000,000.00, including, but not limited to, coverage for personal injury or death and real or personal property damage. The foregoing insurance shall name the District as an additional insured.

8. **Amendment.** Amendments to, and waivers of, the provisions contained in this Agreement may be made only in writing by both parties.

9. **Notices.** All notices pursuant to this Agreement shall be given to the parties by hand delivery, or by regular mail.

10. **Enforcement.** In the event of any breach of this Agreement by either party, the non-breaching party shall be entitled to all rights and remedies available at law or in equity, including, without limitation, injunctive relief for the immediate and irreparable harm that would be caused by any act or omission by either party. In the event of any litigation arising with respect to this Agreement, the prevailing party shall be entitled, in addition to all other relief granted by the court, to a judgment for reasonable attorneys' and legal assistants' fees and costs incurred by reason of such action at both the trial and appellate levels.
11. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of Florida with venue in Hillsborough County, Florida.
12. **Counterparts.** This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, and all of which when taken together, shall constitute one and the same instrument.
13. **Third Party Beneficiaries.** The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the District and the Association. This Agreement is solely for the benefit of these parties and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties than the parties hereto any right, remedy, or claim under or by reason of this Agreement or any provisions or conditions hereof; and all provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties and their respective representatives, successors, and assigns.
14. **Entire Agreement.** This Agreement constitutes the entire agreement between the

parties with respect to its subject matter and all negotiations, undertakings, representations, warranties, inducements and obligations are merged into this Agreement.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first set forth above.

**The Hammocks Townhomes
Homeowners Association, Inc.**

**The Hammocks
Community-Development District**

Sign: Kathy Perry

Sign: *Frances Prantikow*

Print: Kathy Perry

Print: FRANCES PRANTIKOW

Title: President, Hammocks HOA

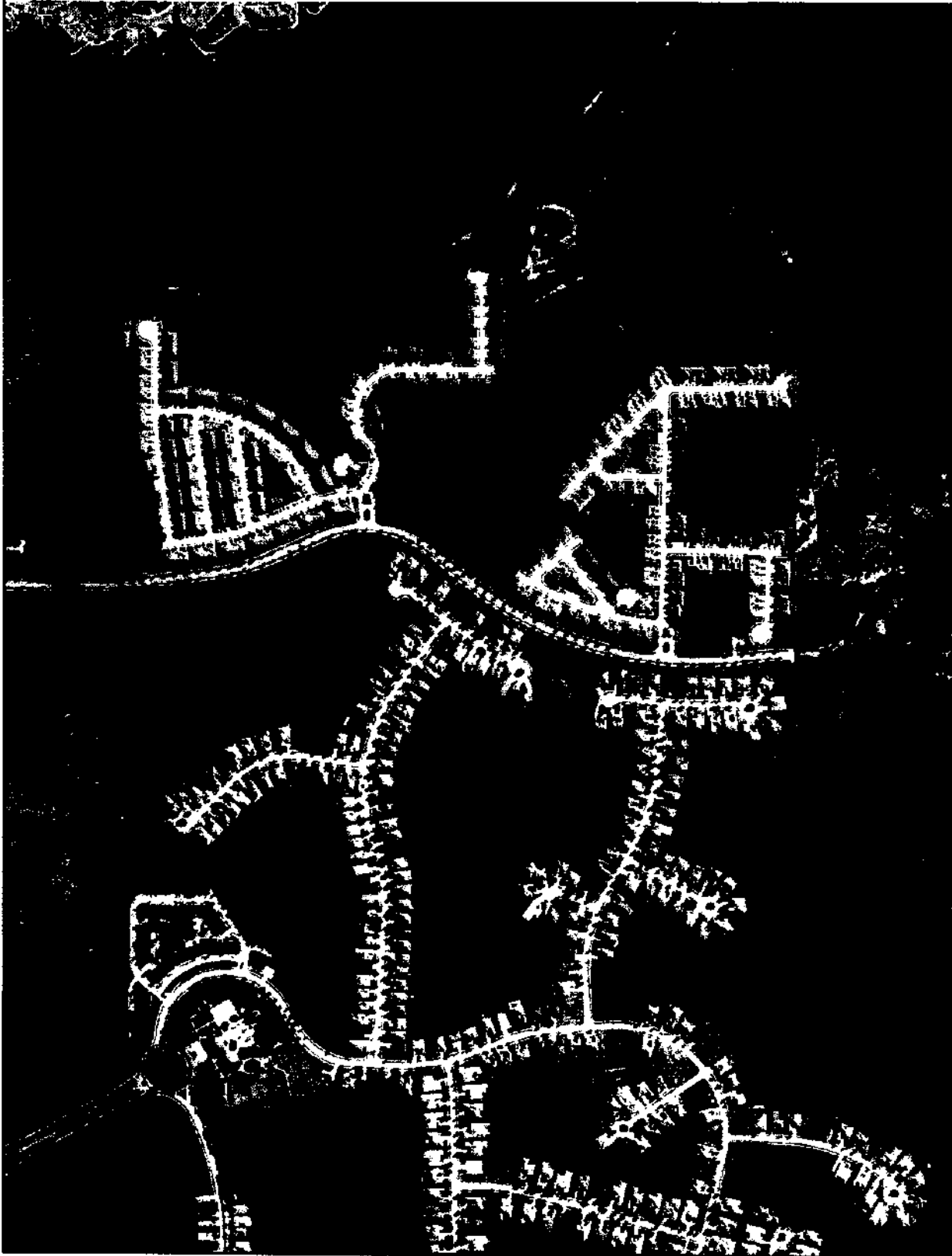
Title: PRESIDENT, HAMMOCKS TOWNHOMES
CDD

LEGEND

PROPERTY

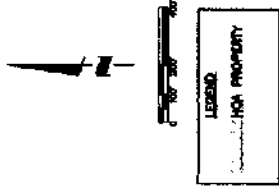
CORRECTION

District Property

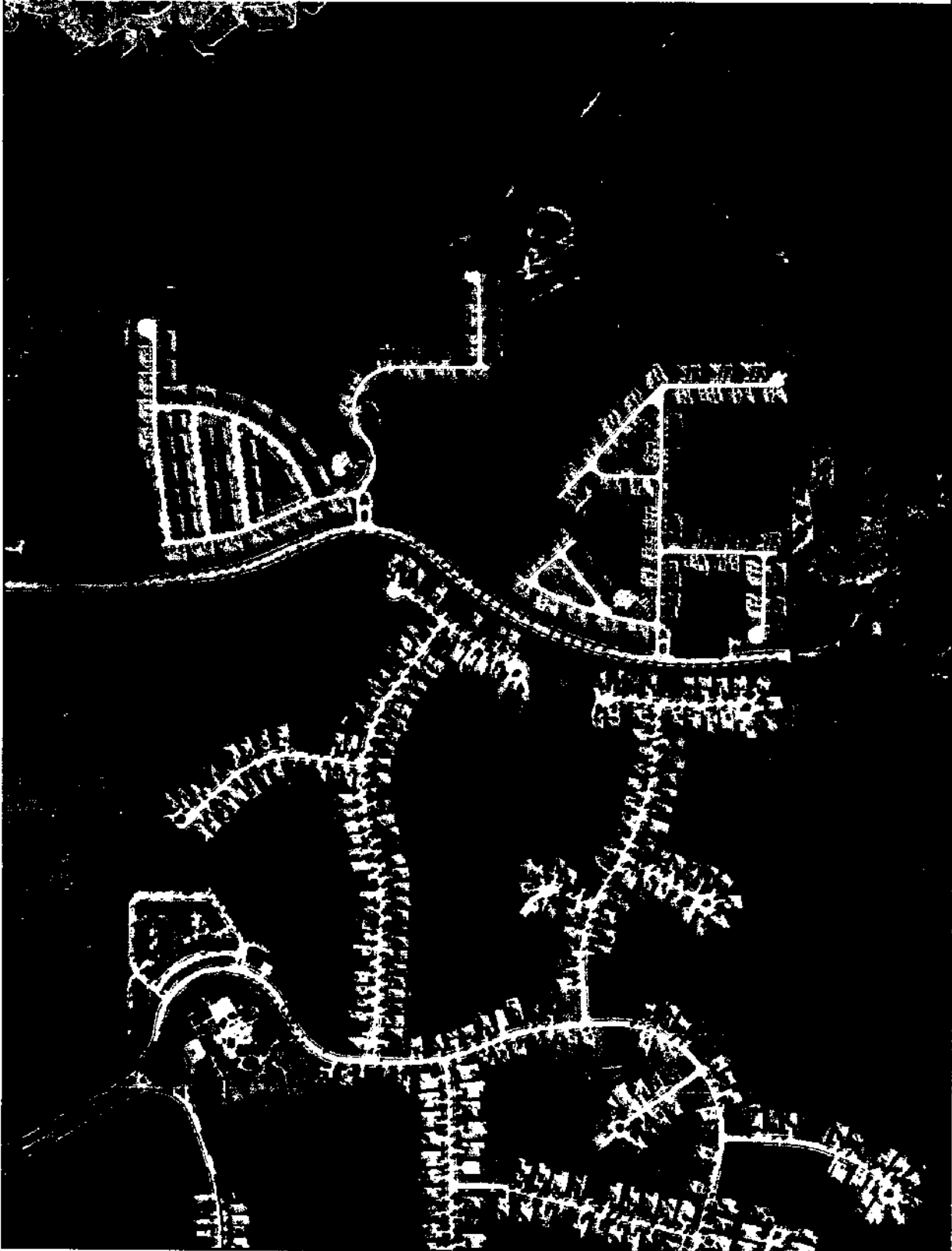


PROJECT NO.	11-0000000000000000	TITLE	HAMMOCKS CDD OWNERSHIP MAP
DATE	11/11/2011	PROJECT	HAMMOCKS
PROJECT NAME	HAMMOCKS CDD	CLIENT	HAMMOCKS CDD
PROJECT LOCATION			
PROJECT DESCRIPTION			
PROJECT CONTACT			
PROJECT STATUS			
PROJECT PHASE			
PROJECT BUDGET			
PROJECT RISK			
PROJECT COMPLETION			
PROJECT START DATE			
PROJECT END DATE			
PROJECT MANAGER			
PROJECT TEAM			
PROJECT OWNER			
PROJECT CONTACT INFO			
PROJECT NOTES			
PROJECT HISTORY			
PROJECT VERSION			
PROJECT STATUS			
PROJECT PHASE			
PROJECT BUDGET			
PROJECT RISK			
PROJECT COMPLETION			
PROJECT START DATE			
PROJECT END DATE			
PROJECT MANAGER			
PROJECT TEAM			
PROJECT OWNER			
PROJECT CONTACT INFO			
PROJECT NOTES			
PROJECT HISTORY			
PROJECT VERSION			

Exhibit A



Association Property



HAMMOCKS HOA OWNERSHIP MAP		TITLE	
HAMMOCKS CDD		PROJECT	
HAMMOCKS		CLIENT	
 The Planning Center 1000 S.		DATE: 12/10/13 BY: ...	

Exhibit B



Landscape Management Agreement

Client Name/Billing Address:

The Hammocks Townhomes
c/o Greenacre Properties
4131 Gunn Hwy
Tampa, FL 33618

Property Name/Address:

The Hammocks Townhomes
20204 Pond Apple Lane
Tampa, FL 33647

Property Contact:

Sandra Oram

Contractor:

Yellowstone Landscape – Southeast, LLC
(d/b/a Yellowstone Landscape)
PO Box 849
Bunnell, FL 32110

Tel: 813-786-3733

Email: soramhoa@gmail.com

Branch Office Contact:

Brian Mahar

Tel: 813-223-6999

Email: bmahar@yellowstonelandscape.com

Effective Date: 3-1-2023
Expiration Date: 2-29-2024
Initial Term: 1 Year

Scope of Services:

The Client agrees to engage Yellowstone Landscape – Southeast, LLC (d/b/a Yellowstone Landscape) to provide the Services and Work described in the attached Exhibit(s) A & B

Compensation Schedule:

Annually: \$221,073.00

Monthly: \$18,422.75

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on page 2.

THE TERMS AND CONDITIONS ON PAGE 2 AND THE EXHIBITS ATTACHED HERETO CONSTITUTE PART OF THIS AGREEMENT.

PRESENTED BY:

**YELLOWSTONE LANDSCAPE – SOUTHEAST, LLC
(d/b/a Yellowstone Landscape)**


By/Date: _____ 2-7-2023
Jon Souers, Business Development Manager

ACCEPTED BY: 
Sandra Oram (Feb 15, 2023 16:27 EST)
CLIENT


By/Date: _____ Feb 15, 2023
Sandra Oram (Feb 15, 2023 16:27 EST)

Printed Name/Title Sandra Oram
Sandra Oram _____
_____ Owner _____ Agent

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape (hereinafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality and Working Conditions: The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. In the event additional fences, pools or other structures are installed on Client's Property during the Initial Term or any subsequent term of this Agreement, pricing will be adjusted to reflect those additional structures in accordance with the rates used for the Compensation Schedule. Pricing for flowers and mulch will be reviewed on an annual basis. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including, but not limited to, plans, specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long-term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional 12 month term and will continue to renew at the end of each successive 12 month term unless cancelled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on Page 1 of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. All payments should be mailed to the address indicated on the invoice. In addition, if the Services include pricing for work including, but not limited to, mulch, pine straw, chemicals, flowers, irrigation or any other type of seasonal or periodic work ("Periodic Work"), and this Agreement is terminated early for any reason, whether during the Initial Term or any subsequent term after such work has been performed, Client shall owe Yellowstone for the full contract value of such Periodic Work, notwithstanding any agreement to spread such payment over a longer period.

Termination for Cause: If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing and pay Yellowstone for all Services performed to the effective date of termination.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorney's fees for enforcing this agreement as allowable by applicable law.

Dispute Resolution and Choice of Law: The Agreement shall be governed by the laws of the State of Florida without regard to its conflicts of laws provision. Yellowstone and Client agree (i) to submit to the jurisdiction of the State or Superior Courts of Flagler County, FL for the purpose of any suit or other proceeding arising out of or based upon this Agreement, (ii) agree not to commence any suit, action or other proceeding arising out of or based upon this Agreement except in the state courts of Flagler County, FL. Any such dispute may by mutual agreement of the Parties be submitted to arbitration or mediation, which shall be conducted in Flagler County, FL.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance. Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal or material modification of the policies. If requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special or punitive damages. Yellowstone shall not be responsible for any damage to structures, including, but not limited to, foundations, fences, siding, light poles, decks, signage, air conditioning units, lamp posts, curbs, or similar structures that do not have a minimum buffer of mulch, planting bed space, or other barren or unmaintained area of sufficient size to offer protection to such structures from damage from mowers, weed-trimming lines, or other maintenance equipment (if not otherwise specified and agreed, a minimum of 8 inches). Likewise, Yellowstone will not be responsible for any damage to any cables, wires, irrigation components, or similar items not buried to specification in the event they are damaged during the performance of the Services.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental or punitive damages (including but not limited to loss of use, income, profits, financing or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.



The Hammocks Townhomes Landscape Maintenance Annual Schedule Exhibit A

Landscape Maintenance	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Turf Cut¹ (Mow, Hard Edge, Blow)													
St. Augustine	2	2	3	4	4	5	4	4	5	4	2	3	42
Bahia	2	2	3	4	4	5	4	4	5	4	2	3	42
Bed Edge	1	2	2	2	2	2	2	2	2	2	1	1	21
Shrub Pruning	1	1	1	1	1	1	1	1	1	1	1	1	12
Ornamental Grass Pruning			1							1			2
Structural Tree Pruning	As needed to Maintain 10' height												
Palm Trimming				1					1				2
Crape Myrtle/Hibiscus/Oleander Pruning	Performed in Spring after last freeze												
Irrigation Inspections	1	1	1	1	1	1	1	1	1	1	1	1	12

¹ Frequency is contingent on moisture, weather and seasonal conditions, and may vary in late fall through winter.

Fertilizer/Pesticide	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Turf Fertilization													
St. Augustine			1		1		1		1		1		5
Turf Pesticide													
St. Augustine	Integrated Pest Management (IPM) Program							Applied as Needed					
Bahia	Integrated Pest Management (IPM) Program							Applied as Needed					
Turf Weed Control													
St. Augustine (Pre-Emergent)	Integrated Pest Management (IPM) Program							Applied as Needed					
Bahia	Integrated Pest Management (IPM) Program Limited on herbicide selection due to type of turf												
Shrub & Tree Fertilization²				1						1			2
Shrub Pesticide	Integrated Pest Management (IPM) Program							Applied as Needed					
Insect/Disease Control	Integrated Pest Management (IPM) Program							Applied as Needed					
Bed Weed Control	4	4	5	4	4	5	4	4	5	4	4	5	52
Palm Fertilization													
Standard Palms			1		1				1		1		4
Property Inspection	4	4	5	4	4	5	4	4	5	4	4	5	52

² Additional spot fertilization may be applied to flowering plants to encourage flowering.

Supplemental Services	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Mulch (Upon Approval)											1		1
Annuals (Upon Approval)			1			1			1			1	4

EXHIBIT "B"

SUMMARY BID FORM

Exterior Landscape Maintenance
THE HAMMOCKS TOWNHOMES
 TAMPA, FL

This Summary Bid Form totals the Itemized Bid Forms for Categories A, B, C and D. The combined annual sum of all four categories is defined as the "Total Bid Price"

A. Landscape Maintenance Total	\$ 198,309.00
B. Seasonal Color / Perennial Maintenance Total	\$ 1,266.00
C. Seasonal Plant Installation Total	\$ 2,532.00
D. Mulch Total	\$ 27,500.00
1ST YEAR TOTAL BID PRICE	\$ 229,607.00
2ND YEAR TOTAL BID PRICE	\$ 236,495.00
3RD YEAR TOTAL BID PRICE	\$ 243,589.00

Contractor Name Yellowstone Landscape

Contractor Address 30319 Commerce Dr. San Antonio FL 33576

Contractor Signature* 

Title Business Development Manager

Telephone Number 813-781-3170

Date 5-5-2022

** Signature not required on e-mailed copies of bids.*

WORK SCHEDULE

Work under this Contract is to begin at the execution of the Contract and run concurrently thereof for the period of three (3) years.

ADDENDA

We acknowledge receipt of the following Addenda, which are included in our proposal.

ADDENDUM # 1	DATED: 4-26-22
ADDENDUM #	DATED:

UNIT PRICES

We acknowledge receipt of the following Unit Prices which are included in our proposal.

UNIT PRICE #	DATED:
UNIT PRICE #	DATED:

THE HAMMOCKS TOWNHOMES

CATEGORY A

LANDSCAPE MAINTENANCE ITEMIZED BID FORM

FUNCTION	FREQUENCY (PER YEAR)	UNIT COST (PER YEAR)
St Augustine Mow	42	56,751.00
Bahia Mow	42	26,751.00
Edge (Bedlines)	21	Included
Edge (Hardlines)	42	Included
Monofilament Trim	42	Included
St. Augustine Turf Fertilization	5	9,395.00
Turf Insect/Disease Control	52	Included
Turf Weed Control	52	3,000.00
Shrub/Groundcover Trim	12	62,000.00
Shrub Fertilization	2	3,758.00
Groundcover Fertilization	2	3,758.00
Shrub/Groundcover/Tree Insect/Disease Control	52	1,848.00
Bed Weed Control	52	9,600.00
Tree Pruning	12	1,320.00
Palm Pruning	2	4,809.00
Tree Fertilization	2	2,699.00
Palm Fertilization	4	2,060.00
Debris Disposal	52	Included
Irrigation Management	52	10,560.00

CATEGORY A 1ST YEAR LANDSCAPE MAINTENANCE TOTAL \$ 198,309.00


Contractor Signature

Yellowstone Landscape
Company Name

5-5-2022
Date

THE HAMMOCKS TOWNHOMES

CATEGORY B

**SEASONAL COLOR/PERENNIAL MAINTENANCE
ITEMIZED BID FORM**


SEASONAL COLOR MAINTENANCE	FREQUENCY (PER YEAR)
Deadheading	24
Pruning	12
Insect/Disease Control	20
Fertilization	12

Seasonal Color Maintenance Subtotal \$ 844.00

PERENNIAL MAINTENANCE	FREQUENCY (PER YEAR)
Deadheading	52
Cut Back	2
Insect/Disease	52
Fertilization	2
Mulching	1

Perennial Maintenance Subtotal \$ 422.00

**CATEGORY B. 1ST YEAR SEASONAL COLOR/
PERENNIAL MAINTENANCE TOTAL \$ 1,266.00**


Yellowstone Landscape 5-5-2022

 Contractor Signature Company Name Date

THE HAMMOCKS TOWNHOMES

CATEGORY C

SEASONAL COLOR INSTALLATION ITEMIZED BID FORM

QUANTITY	PLANT MATERIAL	SIZE	UNIT PRICE	TOTAL PRICE
422	Spring Annuals	4"	1.50	633.00
422	Summer Annuals	4"	1.50	633.00
422	Fall Annuals	4"	1.50	633.00
422	Winter Annuals	4"	1.50	633.00

Not included in monthly billing. To be invoiced separately at time of service.

**CATEGORY C. 1ST YEAR SEASONAL COLOR
INSTALLATION TOTAL \$ 2,532.00**

NOTE 1: All annuals shall be 4" container-grown Grade "A" plants with multiple blooms at the time of installation.

NOTE 2: All prices should include soil amendments, mulch, labor, taxes, etc. associated with installation. All plants should be in bloom at time of planting.

NOTE 3: Specific colors and varieties shall be mutually agreed upon prior to installation.

NOTE 4: Contractor is responsible for estimating and confirming the quantity of flowers based on the spacing shown below:

b. Distance away from curbs, turflines, etc.
 Spring / Summer Annuals 10"
 Fall / Winter Annuals 8"

b. On Center (o.c.) Spacings
 Spring / Summer Annuals 10"
 Fall / Winter Annuals 8"



Contractor Signature

Yellowstone Landscape
 Company Name

5-5-2022
 Date

THE HAMMOCKS TOWNHOMES

CATEGORY D

MULCH ITEMIZED BID FORM

MATERIAL and FUNCTION	CUBIC YARDS	UNIT PRICE	TOTAL PRICE
Pine Bark Nugget Mulch (First Mulching)	500	55.00	\$27,500.00
Trenching (First Trenching)		Included	Included

Contractor is responsible for measuring and confirming the quantity of mulch application(s) per year.

CATEGORY D. 1ST YEAR MULCH TOTAL \$ 27,500.00

Not included in monthly billing. To be invoiced separately at time of service.

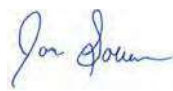
	Yellowstone Landscape	5-5-2022
Contractor Signature	Company Name	Date

EXHIBIT "B"

SUMMARY BID FORM

Exterior Landscape Maintenance
THE HAMMOCKS COMMUNITY DEVELOPMENT DISTRICT
 TAMPA, FL

This Summary Bid Form totals the Itemized Bid Forms for Categories A, B, C and D. The combined annual sum of all four categories is defined as the "Total Bid Price"

A. Landscape Maintenance Total	\$ 21,498.00
B. Seasonal Color / Perennial Maintenance Total	\$ N/A
C. Seasonal Plant Installation Total	\$ N/A
D. Mulch Total	\$1,100.00
1ST YEAR TOTAL BID PRICE	\$ 22,598.00
2ND YEAR TOTAL BID PRICE	\$ 23,275.00
3RD YEAR TOTAL BID PRICE	\$ 23,973.00

Contractor Name Yellowstone Landscape

Contractor Address 30319 Commerce Dr. San Antonio, FL 33576

Contractor Signature* 

Title Business Development Manager

Telephone Number 813-781-3170

Date 5-5-2022

** Signature not required on e-mailed copies of bids.*

WORK SCHEDULE

Work under this Contract is to begin at the execution of the Contract and run concurrently thereof for the period of three (3) years.

ADDENDA

We acknowledge receipt of the following Addenda, which are included in our proposal.

ADDENDUM # 1	DATED: 4-26-22
ADDENDUM #	DATED:

UNIT PRICES

We acknowledge receipt of the following Unit Prices which are included in our proposal.

UNIT PRICE #	DATED:
UNIT PRICE #	DATED:

THE HAMMOCKS CDD

CATEGORY A

LANDSCAPE MAINTENANCE ITEMIZED BID FORM

FUNCTION	FREQUENCY (PER YEAR)	UNIT COST (PER YEAR)
St Augustine Mow	42	4,566.00
Bahia Mow	42	4,566.00
Pond Bank Mow	42	4,566.00
Edge (Bedlines)	21	Included
Edge (Hardlines)	42	Included
Monofilament Trim	42	Included
St. Augustine Turf Fertilization	5	N/A
Turf Insect/Disease Control	52	800.00
Turf Weed Control	52	800.00
Shrub/Groundcover Trim	12	2,400.00
Shrub Fertilization	2	200.00
Groundcover Fertilization	2	200.00
Shrub/Groundcover/Tree Insect/Disease Control	52	200.00
Bed Weed Control	52	1,200.00
Tree Pruning	12	1,800.00
Palm Pruning	2	N/A
Tree Fertilization	2	200.00
Palm Fertilization	4	N/A
Debris Disposal	52	Included
Irrigation Management	52	N/A

CATEGORY A 1ST YEAR LANDSCAPE MAINTENANCE TOTAL \$ 21,498.00


 Contractor Signature

Yellowstone Landscape
 Company Name

5-5-2022
 Date

THE HAMMOCKS CDD

CATEGORY B

**SEASONAL COLOR/PERENNIAL MAINTENANCE
ITEMIZED BID FORM**


SEASONAL COLOR MAINTENANCE	FREQUENCY (PER YEAR)
Deadheading	24
Pruning	12
Insect/Disease Control	20
Fertilization	12

Seasonal Color Maintenance Subtotal \$ N/A

PERENNIAL MAINTENANCE	FREQUENCY (PER YEAR)
Deadheading	52
Cut Back	2
Insect/Disease	52
Fertilization	2
Mulching	1

Perennial Maintenance Subtotal \$ N/A

**CATEGORY B. 1ST YEAR SEASONAL COLOR/
PERENNIAL MAINTENANCE TOTAL \$ N/A**


Yellowstone Landscape 5-5-2022

 Contractor Signature Company Name Date

THE HAMMOCKS CDD

CATEGORY C

SEASONAL COLOR INSTALLATION ITEMIZED BID FORM

QUANTITY	PLANT MATERIAL	SIZE	UNIT PRICE	TOTAL PRICE
N/A	Spring Annuals	4"		N/A
N/A	Summer Annuals	4"		N/A
N/A	Fall Annuals	4"		N/A
N/A	Winter Annuals	4"		N/A

CATEGORY C. 1ST YEAR SEASONAL COLOR INSTALLATION TOTAL \$ N/A


NOTE 1: All annuals shall be 4" container-grown Grade "A" plants with multiple blooms at the time of installation.

NOTE 2: All prices should include soil amendments, mulch, labor, taxes, etc. associated with installation. All plants should be in bloom at time of planting.

NOTE 3: Specific colors and varieties shall be mutually agreed upon prior to installation.

NOTE 4: Contractor is responsible for estimating and confirming the quantity of flowers based on the spacing shown below:

- c. Distance away from curbs, turflines, etc.
 - Spring / Summer Annuals 10"
 - Fall / Winter Annuals 8"
- c. On Center (o.c.) Spacings
 - Spring / Summer Annuals 10"
 - Fall / Winter Annuals 8"

 Contractor Signature	Yellowstone Landscape Company Name	5-5-2022 Date
---	---------------------------------------	------------------

THE HAMMOCKS CDD

CATEGORY D


MULCH ITEMIZED BID FORM

MATERIAL and FUNCTION	CUBIC YARDS	UNIT PRICE	TOTAL PRICE
Pine Bark Nugget Mulch (First Mulching)	20	55.00	\$1,100.00
Trenching (First Trenching)		Included	Included

Contractor is responsible for measuring and confirming the quantity of mulch application(s) per year.

CATEGORY D. 1ST YEAR MULCH TOTAL \$ 1,100.00

Not included in monthly billing. To be invoiced separately at time of service.

	Yellowstone Landscape	5-5-2022
Contractor Signature	Company Name	Date


9 Yellowstone Landscaping Landscaping Bid


Final Audit Report


2023-02-15


Created:	2023-02-15
By:	Dawn Archambault (darchambault@greenacre.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoIfoZHM5DmN5AihKoE0RT9ZW2LreBP9F


"9 Yellowstone Landscaping Landscaping Bid" History


 Document created by Dawn Archambault (darchambault@greenacre.com)
2023-02-15 - 8:43:25 PM GMT

 Document emailed to soramhoa@gmail.com for signature
2023-02-15 - 8:45:42 PM GMT

 Email viewed by soramhoa@gmail.com
2023-02-15 - 9:27:05 PM GMT

 Signer soramhoa@gmail.com entered name at signing as Sandra Oram
2023-02-15 - 9:27:55 PM GMT

 Document e-signed by Sandra Oram (soramhoa@gmail.com)
Signature Date: 2023-02-15 - 9:27:57 PM GMT - Time Source: server

 Agreement completed.
2023-02-15 - 9:27:57 PM GMT

Hammocks CDD - Invoices Sent to HOA for Portion of Landscaping Services for FY2023

<u>Date Sent</u>	<u>Period</u>	<u>Base Amount</u>	<u>Performance</u>		<u>Date Paid</u>
			<u>Amount</u>	<u>Total</u>	
12/1/2022	October 2022	2,875.60	-	2,875.60	01/05/23
12/9/2022	November 2022	2,875.60	958.53	3,834.13	01/05/23
1/4/2023	December 2022	2,875.60	958.53	3,834.13	03/03/23
2/13/2023	January 2023	2,875.60	-	2,875.60	03/03/23
3/21/2023	February 2023	2,875.60	-	2,875.60	NOT PAID

Hammocks CDD - Invoices Paid to Landscape Maintenance for FY2023

<u>Invoice Number</u>	<u>Period</u>	<u>Base Amount</u>	<u>Performance</u>		<u>Date Paid</u>
			<u>Amount</u>	<u>Total</u>	
170326	October 2022	4,108.00	-	4,108.00	12/08/22
170988	November 2022	4,108.00	1,369.33	5,477.33	12/13/22
171840	December 2022	4,108.00	1,369.33	5,477.33	01/09/23
172570	January 2023	4,108.00	-	4,108.00	02/21/23
173134	February 2023	4,108.00	-	4,108.00	03/28/23

**MINUTES OF MEETING
THE HAMMOCKS
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Hammocks Community Development District held a Regular Meeting on Wednesday, May 11, 2022 at 8:00 a.m. at the Brentwood Clubhouse, 8504 Sandpiper Ridge Avenue, Tampa, Florida 33647.

Present and constituting a quorum were:

Frances Plantikow	Chairperson
Mike Henke	Vice Chairman
Michelle Rodriguez	Assistant Secretary
Alex Manero	Assistant Secretary (via phone)
Eilyn Rivera	Supervisor

Also present were:

Bob Nanni	District Manager
Vanessa Steinerts	District Counsel
Andy Mendenhall	Inframark
Residents	

The following is a summary of the minutes and actions taken.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Nanni called the meeting to order and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Public Comments on Agenda Items

None.

FOURTH ORDER OF BUSINESS

Staff Reports

A. District Manager

iv. Discussion of Appointment to Vacant Seat

- Ms. Plantikow addressed her desire to have a good representation from both Oakwood and Brentwood.
- Those interested in serving on the Board introduced themselves in the following order:
 - Mr. William Bryson noted he served on the Northwood CDD board for six years as the Chairperson and involved in the HOA for 12 years. At the Hammocks he has been involved in the HOA for five years.
 - Ms. Sandy Oram noted she has been an HOA manager and a CDD manager for about 13 years and is still a licensed CAM.

May 11, 2022

- Ms. Eilyn Rivera noted she has been in community for five years and while she does not have the experience, she is willing to learn.

Mr. Henke MOVED to appoint William Bryson. Motion died for lack of a second.

Ms. Plantikow MOVED to appoint Sandy Oram. Motion died for lack of a second.

On MOTION by Ms. Rodriguez seconded by Ms. Plantikow, with Ms. Rodriguez, Ms. Plantikow and Mr. Manero voting aye, and Mr. Henke voting nay, Eilyn Rivera was appointed to Seat 5. (3-1)

- Ms. Steinerts outlined the Sunshine Law
- The Oath of Office was administered to Ms. Eilyn Rivera by Mr. Nanni.

iii. Discussion of Landscape Bids

- Mr. Nanni addressed the bid summary and holding an additional meeting to review the information and award a contract. It was noted the landscape bid information is quite large – Ms. Plantikow and Ms. Rivera to be provided thumb drives and Mr. Henke, Ms. Rodriguez and Mr. Manero will be provided a link to the information to be reviewed.
 - Ms. Oram requested the link also be provided to the HOA.
- After discussion the Board set a meeting for June 8, 2022, at 8:00 a.m.
- Ms. Steinerts addressed the amount of the bids and noted she would recommend the CDD go through formal bid process if the District was entering into the entire contract, as the totals are over the threshold under the statutes.
 - Mr. Mendenhall noted the bid process was handled by OLM through the HOA and inquired if this would be acceptable.
 - Ms. Steinerts noted she would need to look at the notice to determine if it was clear it was on behalf of the District. The issue on the table is who is going to enter into the agreement. The agreement proposed states the HOA will enter the agreement with the landscaper and the District will pay its portion to the HOA. If this is the route they take, then there is no issue.

May 11, 2022

- A lengthy discussion ensued on the HOA Cost Share Agreement and the agreement language. District Counsel will draft new language and distribute to all and will attend the added June 8th meeting.
- Mr. Manero addressed reaching out to Esplanade with regard to a cost share agreement.
- Mr. Nanni addressed setting a high-water mark for the FY 2023 budget.
- Mr. Mendenhall addressed the options for the landscape maintenance contract – HOA owns the contract, the CDD owns the contract as is current with only \$50,000 plus, or the CDD paying everything which could be potentially \$200,000. If the case is the Board is considering, not only do we want to own the contract, but we want to change it so we pay the full boat and HOA just sends a check to reimburse us, you just need to make sure you got probably \$250,000 for landscaping.
- Discussion followed e-verify and a certificate of insurance naming the CDD as an additional insured if the HOA holds the contract.
- Discussion followed on the percentage numbers / areas of service within the agreement.
- Discussion followed on the District being involved in the process of selection of the landscape contractor.
- District Counsel will draft new language for the Cost Share Agreement and distribute to all and will attend the added June 8th meeting.

A. District Manager

i. Distribution of the Proposed Budget for Fiscal Year 2023 and Consideration of Resolution 2022-1 Approving the Budget and Setting the Public Hearing

- Mr. Nanni addressed the proposed budget noting there is an increase of about 19.5%. The mailed notice process was outlined.
- Ms. Steinerts noted the resolution also sets the public hearing for July 13th.

On MOTION by Mr. Henke seconded by Ms. Rodriquez, with all in favor, Resolution 2022-1 a resolution of the Board of Supervisors of The Hammocks Community Development District approving a proposed operations and maintenance budget the Fiscal Year 2022/2023; setting a public hearing thereon pursuant to Florida law; addressing transmittal, posting, and publication requirements; and providing an effective date was adopted. (4-0)

May 11, 2022

- ii. **Consideration of Resolution 2022-2 Confirming the District’s Use of the Hillsborough County Supervisor of Elections to Continue Conducting the District’s Election of Supervisors in Conjunction with the General Election**
- Mr. Nanni outlined Resolution 2022-2 for the general election.

On MOTION by Ms. Plantikow seconded by Mr. Henke, with all in favor, Resolution 2022-2 a resolution of the Board of Supervisors of the Hammocks Community Development District confirming the District’s use of the Hillsborough County Supervisor of Elections to continue conducting the District’s elections of Supervisors in conjunction with the General Election was adopted. (4-0)

THIRD ORDER OF BUSINESS

Consent Agenda

- A. **Approval of the Minutes of the March 9, 2022 Meetings**
- B. **Approval of February 2022 Financial Statements**
- C. **Report on Number of Registered Voters - 773**

On MOTION by Ms. Plantikow seconded by Ms. Rodriguez, with all in favor, the Consent Agenda was approved. (4-0)

FOURTH ORDER OF BUSINESS

Staff Reports (continued)

- A. **District Manager**
 - i. **Distribution of the Proposed Budget for Fiscal Year 2023 and Consideration of Resolution 2022-1 Approving the Budget and Setting the Public Hearing**
 - Previously addressed.
 - ii. **Consideration of Resolution 2022-2 Confirming the District’s Use of the Hillsborough County Supervisor of Elections to Continue Conducting the District’s Election of Supervisors in Conjunction with the General Election**
 - Previously addressed.
 - iii. **Discussion of Landscape Bids**
 - Previously addressed.
 - iv. **Discussion of Appointment to Vacant Seat**
 - Previously addressed.
- B. **District Attorney**
 - There being no report, the next item followed.

C. District Engineer

There being none, the next item followed.

D. SOLitude

There being none, the next item followed.

FIFTH ORDER OF BUSINESS

New Business

- Mr. Nanni addressed getting a handyman to look at the benches and provide a price and for the top of the fence. He requested, if the prices are reasonable, that they allow him to go ahead and have the work done.

On MOTION by Ms. Plantikow seconded by Ms. Rodriguez, with all in favor, Mueller to perform repairs at an amount not to exceed \$2,000 was approved. (4-0)
--

SIXTH ORDER OF BUSINESS

Supervisors' Requests

- Ms. Plantikow noted she did a walk though for the trails and they have no trail on Brentwood, there is no mulch. Additionally, the benches look like they have mold all over them and inquired if they want to have them cleaned up.
 - Mr. Nanni noted they can have the handyman clean them.
- Ms. Plantikow inquired what criteria they use in the selection of a landscaper.
 - Ms. Steinerts noted when the District puts out an RFP they are required to provide what the selection criteria is and the weight for each area. She has not seen the proposal, but it may be a part of it.
 - Mr. Mendenhall outlined bid summary and rankings provided for and used by CDDs noting if OLM does not have it, he can provide.
- Ms. Plantikow noted they have not had a pond report in a while. Are they paying SOLitude?
 - Mr. Nanni noted they are paying them.
 - Ms. Rodriguez noted the pond in Oakwood had a lot of overgrowth and that is the last report she remembers.
 - Mr. Nanni noted Steadfast is another pond company. He will contact SOLitude again to find out why they are not submitting the reports. They can also have Steadfast provide a price for the pond service.

SEVENTH ORDER OF BUSINESS

Audience Comments

- Ms. Oram inquired when the last time the ponds were inspected.
 - Ms. Plantikow noted that is what they brought up.
- Ms. Oram addressed getting signs for the ponds due to the alligators. The warning signs are not that expensive, and they could do approximately 10 signs. Some ponds only need one sign. The costs for the signs with metal posts would be less than \$300. She also suggested the signs include snake warning and no fishing.
 - Ms. Steinerts recommended speaking with the insurance carrier to see what they recommend for how many, the locations and the verbiage.
 - Mr. Nanni noted he will gather the information necessary and will speak with Mueller about a price to install the signs.
 - Discussion continued on signage.
- Ms. Oram addressed the trail bridges having ramps.
 - Ms. Plantikow requested Mr. Nanni get pricing for ramps.

EIGHTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Henke seconded by Ms. Plantikow, with all in favor, the meeting was adjourned.

Frances Plantikow
Chairperson

**MINUTES OF MEETING
THE HAMMOCKS
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Hammocks Community Development District held a Regular Meeting on Wednesday, June 8, 2022 at 8:00 a.m. at the Brentwood Clubhouse, 8504 Sandpiper Ridge Avenue, Tampa, Florida 33647.

Present and constituting a quorum were:

Frances Plantikow	Chairperson
Mike Henke	Vice Chairman
Michelle Rodriguez	Assistant Secretary
Alex Manero	Assistant Secretary
Eilyn Rivera	Assistant Secretary

Also present were:

Bob Nanni	District Manager
Vanessa Steinerts	District Counsel (via phone)
Residents	

The following is a summary of the minutes and actions taken.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Mr. Nanni called the meeting to order and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Public Comments on Agenda Items

- Ms. Perry addressed the Cost Share Agreement noting she wanted to discuss the change from 60/40 to 70/30 and also hopefully selecting a vendor.
 - Mr. Nanni noted Ms. Steinerts is on the phone to talk about the Cost Share Agreement. He also noted the 70/30 is the original agreement split.
 - Ms. Melissa Wood, HOA Manager, noted she was not aware of the original split being 70/30.
 - Ms. Steinerts noted she will address it during discussion of the agreement.
- Ms. Perry further addressed the Cost Share Agreement and inquired if the CDD would be willing to take on the landscape agreement at 100% or give the HOA 100% noting these are option she would also like to discuss today.
 - Mr. Nanni addressed the CDD difficulty in taking over something 100% that they do not own. He noted the Board discussed the options at the last meeting and the

June 8, 2022

concern was whether the HOA had the consistent financial ability to take in the fees needed to pay for the service.

- Ms. Steinerts noted for the CDD to take over the landscape service 100% there would need to be a different Cost Share Agreement in place. If the District were to take it over, they would need to have some type of interest in the property which it does not have right now and is one of the reasons why the District cannot take over 100% to perform the work and pay for it.
- Ms. Perry inquired what the CDD's interest would entail.
- Ms. Steinerts noted it would be a maintenance easement and an agreement that requires the District to provide the maintenance services over those areas. Additionally, the assessments would have to go up to be able to cover the costs of paying 100% of the landscape maintenance. It is still your property, and you can always take back the maintenance responsibility if you would want to.
- Mr. Henke noted the reason for the split as they are talking about it now is not just about the volume of land it is really predicated on how much maintenance the land needs. The CDD lands just holistically need less ongoing maintenance. There are no irrigation costs.
- A question was raised regarding the irrigation line item in the budget.
- Ms. Perry addressed the community's perspective that they need a new landscaper.
 - Mr. Henke noted if he recalled correctly the discussion at the last meeting was to keep the Cost Share Agreement as it was but let the HOA choose a new landscaping company should it be reasonable compared to what they have or what the bids are.
- Mr. Nicholas Davis noted to him the 60/40 split seems disproportionate and 20% or 30% is probably where it should be at. Of the vendors that were selected there is one vendor in the room and speaks volumes. He further addressed the community, amenities and home values.
 - Mr. Henke noted the nature trails cannot be improved any further as it is wetlands.
- Ms. Sandy Oram addressed the Cost Share Agreement noting they have the same amount in the landscaping as they did last year and also increased irrigation to \$5,000. If the landscaping was reduced and the irrigation removed there would be no need to increase assessments.

June 8, 2022

- Mr. Nanni outlined the high-water mark in the preliminary budget.

THIRD ORDER OF BUSINESS

New Business

A. Discussion of Cost Share Agreement

- Ms. Steinerts outlined the changes:
 - The percentage – 30% seems to be appropriate for the CDD side based on the area of land and the type of maintenance required.
 - The HOA would select and contract with the landscape contractor with the CDD providing input.
 - Grant of License for the HOA to enter onto District property as well as the contractors performing the work. This does require insurance and indemnification with the District being named as an additional insured.
- Ms. Plantikow noted she would like Ms. Steinerts to provide a further definition of common areas in the background information.
 - Ms. Steinerts noted the background information is referring to the fact that both the District and the HOA own property. The term common area is used to simply state it is not privately owned by any of the homeowners.
 - Ms. Plantikow addressed (2.) of the agreement noting again common areas needs to be further defined.
 - Ms. Steinerts noted the way the agreement will work is there will be one contract and the total will depend on the vendor selected and the District will pay 30% of the contract cost. She suggested attaching a map to the agreement showing CDD and HOA property.
- Ms. Plantikow addressed the termination of the agreement noting she thinks the 60 days should be shortened.
 - Ms. Steinerts noted the 60 days is not uncommon due to the time it takes to try to find a vendor.

On MOTION by Mr. Henke seconded by Ms. Rodriguez, with all in favor, accepting the changes and authorizing Ms. Steinerts to provide the Cost Share Agreement to the HOA Attorney was approved. 5/0

June 8, 2022

B. Discussion and Selection of Landscape Company

- Mr. Nanni outlined the bid summary.
- Mr. Manero and Mr. Henke were in agreement for LMP.
- Ms. Rodriguez addressed the CDD portion of the bids and variance in LMPs bid with regard to the CDD.
 - The LMP representative addressed how their team compiled the bid. He noted there is some work to be done to make sure the maps are up to date.
- Ms. Plantikow addressed the bids noting she liked a lot of what LMP had in their bid.

Mr. Henke MOVED that the Board’s choice would be LMP, and Ms. Plantikow seconded the motion.

- Audience comments were taken.

On VOICE vote, with all in favor, the motion was approved. 5/0

C. Discussion of FY 2023

- No discussion.

FOURTH ORDER OF BUSINESS Supervisors’ Requests

- Mr. Nanni reported:
 - SOLitude has created the pond document as requested and it will be included in the next agenda package.
 - Ms. Stewart has completed the HB 53 - Stormwater Needs Analysis and ready to be submitted.
- The grass along the pathway is Buccaneer’s responsibility.
- Get estimates on repairing benches, a fence that a tree fell on and a missing slat in the fence at Indian Rosewood.

FIFTH ORDER OF BUSINESS Audience Comments

There being nothing further, the next item followed.

SIXTH ORDER OF BUSINESS Adjournment

There being no further business,

On MOTION by Ms. Plantikow seconded by Ms. Rodriguez, with all in favor, the meeting was adjourned.

Frances Plantikow
Chairperson

4D.

4Di.



The Hammocks
COMMUNITY DEVELOPMENT DISTRICT
Tampa, Florida

Hammocks CDD Waterway Inspection Report

Reason for Inspection:

Inspection Date: 2023-05-19

Prepared for:

David Wenck
Inframark

Prepared by:

Nick Margo, Aquatic Biologist

Wesley Chapel Field Office
SOLITUDELAKEMANAGEMENT.COM
888.480.LAKE (5253)

TABLE OF CONTENTS

	Pg
SITE ASSESSMENTS	
PONDS 1, 2, 3 _____	3
PONDS 4, 5, 6 _____	4
PONDS 7, 8, 9 _____	5
MANAGEMENT/COMMENTS SUMMARY _____	5, 6
SITE MAP _____	7

Site: 1

Comments:

Site looks good

The site remains mostly dry but is still in good condition with minimal nuisance vegetation and no algae noted.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 2

Comments:

Site looks good

The water level is still down but there is no new nuisance weed growth to note. The water clarity is also improved.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 3

Comments:

Site looks good

There is some decay from controlling nuisance species growing within the bank and native vegetation but there is no noted new growth.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 4

Comments:

Site looks good

As you can see the decay is starting to reduce itself in size and there is no new growth seen.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 5

Comments:

Site looks good

Both sites are dry. The newer one still obviously has decay but it is reducing in size as time goes on.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 6

Comments:

Site looks good

The site is still in good condition with minimal issues and good water clarity.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 7

Comments:

Site looks good
Not much change from last month. Still a low water column from no rain and no noted nuisance vegetation.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 8

Comments:

Site looks good
Cleaner banks than last month and no noted new growth. Looks good.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Site: 9

Comments:

Site looks good
The site has some water in it again. There is no nuisance growth to note yet.

Action Required:

Routine maintenance next visit

Target:

Species non-specific



Management Summary

There is really not much going on. When we apply herbicide we use a pre-emergent that does a good job of reducing weed growth temporarily on the banks. This gives a lot of the site that manicured look you see right now.

There is no algae or submersed weed issues to note.

If you look, there is some noticeable reduction in decay on sites 4 & 5. I'd expect to see more of this next month and hopefully when the water goes back up it will look a lot different.

Thank You For Choosing SOLitude Lake Management.

Hammocks CDD Waterway Inspection Report

Agenda Page #83
2023-05-19

Site	Comments	Target	Action Required
1	Site looks good	Species non-specific	Routine maintenance next visit
2	Site looks good	Species non-specific	Routine maintenance next visit
3	Site looks good	Species non-specific	Routine maintenance next visit
4	Site looks good	Species non-specific	Routine maintenance next visit
5	Site looks good	Species non-specific	Routine maintenance next visit
6	Site looks good	Species non-specific	Routine maintenance next visit
7	Site looks good	Species non-specific	Routine maintenance next visit
8	Site looks good	Species non-specific	Routine maintenance next visit
9	Site looks good	Species non-specific	Routine maintenance next visit

SOLITUDE
LAKE MANAGEMENT
A KENTECIL COMPANY
Restoring Balance. Enhancing Beauty.

Hammocks CDD
Tampa, FL

Call 888.480.LAKE



NPM 03/2020

Fifth Order of Business

5A.



Steadfast Environmental, LLC
FKA Flatwoods Environmental
 30435 Commerce Drive Ste 102 | San Antonio, FL 33576
 813.836.7940 | office@steadfastenv.com
 www.SteadfastEnv.com

Proposal

Date 5/31/2023 **Proposal #** 831

Customer Information		Project Information	
Hammocks CDD David Wenck, Manager 2654 Cypress Ridge Blvd., Suite 101 Wesley Chapel, FL 33544	Contact Phone 813-991-1140 E-mail inframark@avidbill.com Account #	Tree / Irrigation Install	Proposal Prepared By: Joe Hamilton Type Of Work Landscape

Steadfast Environmental, LLC. formally known as Flatwoods Environmental proposes to furnish all labor, materials, equipment and supervision necessary to construct, as an independent contractor, the following described work:

Description	Qty	Cost
Installation of 400' one inch drip line (provided there is an adequate source at the townhomes) Installation of clock/timer. Installation of 100 Seven gallon Viburnum plants @ 2' off center. Est. Timeframe: 1 Day	1	6,750.00

I HEREBY CERTIFY that I am the Client/Owner of record of the property which is the subject of this proposal and hereby authorize the performance of the services as described herein and agree to pay the charges resulting thereby as identified above.

Total	\$6,750.00
--------------	------------

I warrant and represent that I am authorized to enter into this Agreement as Client/Owner.

Accepted this _____ day of _____, 20____.

Signature: _____ Printed Name and Title: _____

Representing (Name of Firm): _____