

*Hammock Reserve  
Community Development District*

*Agenda*

*February 1, 2022*

# AGENDA

# MINUTES

**MINUTES OF MEETING  
HAMMOCK RESERVE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Hammock Reserve Community Development District was held Tuesday, **November 2, 2021** at 1:30 p.m. at 346 E. Central Ave., Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath	Chairman
Lauren Schwenk	Vice Chairman
Matthew Cassidy	Assistant Secretary
Justin Frye	Assistant Secretary
Andrew Rhinehart	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Roy Van Wyk	KE Law Group
Marshall Tindall	GMS
Clayton Smith <i>by phone</i>	GMS
Heather Wertz <i>by Zoom</i>	Absolute Engineering, Inc.

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Burns called the meeting to order and called the roll. There were five members present constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Ms. Burns stated that there were no members of the public present.

**THIRD ORDER OF BUSINESS**

**Approval of Minutes of the October 5,  
2021 Board of Supervisors Meeting**

Ms. Burns presented the October 5, 2021, Board of Supervisors meeting minutes and asked for any comments, changes, or corrections. The Board had no changes to the minutes.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Minutes of the October 5, 2021, Board of Supervisors Meeting, were approved.

**FOURTH ORDER OF BUSINESS**

**Ranking of Proposals Received for Construction Services for Phase 3**

Ms. Burns stated that they received four bids. The bids were from Tucker Paving, Cobb, Kearney, and QGS. Ms. Wertz joined the meeting via Zoom and noted the bid amounts. The lowest bid was from Tucker Paving at \$6,725,198.34. Her recommendation was to go with Tucker.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Proposal from Tucker Paving for Construction Services for Phase 3, and to Accept the Rankings and Send the NITA to Tucker Paving, was approved.

**FIFTH ORDER OF BUSINESS**

**Ranking of Proposals Received for Construction Services for Phase 4**

Ms. Wertz stated that the lowest bid for this phase also came from Tucker Paving. She also stated that the bids were complete and do not require adjustments.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Proposal from Tucker Paving for Construction Services for Phase 4, and to Accept the Rankings and Send the NITA to Tucker Paving, was approved.

**SIXTH ORDER OF BUSINESS**

**Consideration of Arbitrage Rebate Report for Series 2020 AA1 Project**

Ms. Burns stated that this was included in the agenda and it outlined that the District does not earn more interest than it pays. The report is a requirement of the Trust Indenture. She offered to answer any questions.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Arbitrage Rebate Report for Series 2020 AA1 Project, was approved.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Van Wyk stated that he did not have anything to report.

**B. Engineer**

There being no engineer present, the next item followed.

**C. Field Manager’s Report**

Mr. Tindall stated that landscaping contracts started. He also stated that a wall had been hit but there were no structural issues with it. Mr. Tindall brought up some not sodded areas that he said would need to be addressed eventually. The Board and Mr. Tindall discussed a hydrant that was used to water CDD installs.

**D. District Manager’s Report**

**i. Approval of Check Register**

Ms. Burns presented the check register and asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Check Register, was approved.

**ii. Balance Sheet & Income Statement**

Ms. Burns stated that the financials were included in the packet for review. There was no action necessary unless there were any questions. The Board had no questions on the financials.

**iii. Items for Ratification**

**a) Ratification of Series 2020 (AA1) Requisitions #56 to #60**

**b) Ratification of Summary of Series 2021 (AA2) Requisitions #34 to #39**

Ms. Burns noted that these have been approved, they just need to be ratified by the Board.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Series 2020 (AA1) Requisitions #56-#60, and the Series 2021 (AA2) Requisitions #34 to #39, were ratified.

- c) **Ratification of FY 2021 Funding Requests #13 to #16**
- d) **Ratification of FY 2022 Funding Request #1**

Ms. Burns noted that these have been approved, they just need to be ratified by the Board.

On MOTION by Mr. Rhinehart, seconded by Mr. Heath, with all in favor, the FY 2021 Funding Requests #13 to #16, and the FY 2022 Funding Request #1, were ratified.

**EIGHTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**NINTH ORDER OF BUSINESS**

**Supervisors Requests and Audience Comments**

There being none, the next item followed.

**TENTH ORDER OF BUSINESS**

**Adjournment**

Ms. Burns adjourned the meeting.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

# SECTION IV



# SECTION V

# SECTION VI



**Marsha M. Faux, CFA, ASA**  
**POLK COUNTY PROPERTY APPRAISER**  
**2022 Data Sharing and Usage Agreement**

**HAMMOCK RESERVE CDD**

This Data Sharing and Usage Agreement, hereinafter referred to as “**Agreement**,” establishes the terms and conditions under which the **HAMMOCK RESERVE CDD**, hereinafter referred to as “**agency**,” can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in FS 119.071.

*As of July 1, 2021, the Florida Public Records Exemptions Statute was amended as it relates to the publicly available records maintained by the county property appraiser and tax collector. As a result, exempt (aka confidential) parcels and accounts have been added back to our website and FTP data files. No owner names, mailing addresses, or official records (OR) books and pages of recorded documents related to these parcels/accounts, appear on the Property Appraiser’s website or in FTP data files. In addition, the Polk County Property Appraiser’s mapping site has been modified to accommodate the statutory change. See Senate Bill 781 for additional information.*

**For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality.**

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages owned by individuals that have received exempt / confidential status, hereinafter referred to as “**confidential data**,” will be **protected as follows**:

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying information is released.

The term of this Agreement shall commence on **January 1, 2022** and shall run until **December 31, 2022**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

**POLK COUNTY PROPERTY APPRAISER**

**HAMMOCK RESERVE CDD**

Signature: Marsha Faux

Signature: Jill Burns

Print: Marsha M. Faux CFA, ASA

Print: Jill Burns

Title: Polk County Property Appraiser

Title: District Manager

Date: December 1, 2021

Date: 1/18/22

Please email the signed agreement to [pataxroll@polk-county.net](mailto:pataxroll@polk-county.net).

# SECTION VII

# CONTRACT AGREEMENT

This Agreement made and entered into on Friday, December 03, 2021 by and between the Hammock Reserve Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2022 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Hammock Reserve Community Development District.
3. The term of this Agreement shall commence on January 1, 2022 or the date signed below, whichever is later, and shall run until December 31, 2022, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2022 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 15, 2022**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Thursday, September 15, 2022**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2022 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2022 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Thursday, September 15, 2022** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By: Jill Burns  
Special District Representative

Jill Burns  
Print name  
District Manager 1/18/22  
Title Date

Marsha M. Faux, CFA, ASA  
Polk County Property Appraiser  
By:

Marsha Faux  
Marsha M. Faux, Property Appraiser

# SECTION VIII

# SECTION C

# SECTION D



# SECTION 1

## SECTION 2

# SECTION 3

# SECTION (a)

<b>Requisition</b>	<b>Payee/Vendor</b>	<b>Amount</b>
61	Stewart & Associates Property Services, Inc.	\$ 26,500.00
62	Blue Ox Enterprises, LLC	\$ 79,575.99
63	Stewart & Associates Property Services, Inc.	\$ 10,920.00
64	JMBI Real Estate, LLC	\$ 223,170.36
65	Wood & Associates Engineering	\$ 937.50
66	KE Law Group	\$ 85.00
67	JMBI Real Estate, LLC	\$ 24,619.68
68	Hammock Reserve Ph. 2 Tfr to Construction Acct.	\$ 6,034.94
	<b>TOTAL</b>	<b>\$ 371,843.47</b>

**SECTION (b)**

Requisition	Payee/Vendor	Amount
40	JMBI Real Estate, LLC	\$ 3,000.00
41	Atlantic TNG, LLC	\$ 4,083.00
42	Tucker Paving, Inc.	\$ 197,497.53
43	JMBI Real Estate, LLC	\$ 3,000.00
44	JMBI Real Estate, LLC	\$ 3,000.00
45	JMBI Real Estate, LLC	\$ 3,000.00
46	JMBI Real Estate, LLC	\$ 4,527.50
47	Hub International Midwest West	\$ 45,640.00
48	City of Haines City	\$ 16,527.19
49	JMBI Real Estate, LLC	\$ 3,000.00
50	Core & Main	\$ 327.30
51	Tucker Paving, Inc.	\$ 440,992.44
52	Wood & Associates Engineering	\$ 1,457.50
53	JMBI Real Estate, LLC	\$ 105.00
54	JMBI Real Estate, LLC	\$ 281,592.28
	<b>TOTAL</b>	<b>\$ 1,007,749.74</b>

# SECTION (c)



**Hammock Reserve  
Community Development District**

FY22 Funding Request # 2  
October 13, 2021

Bill to: JMBI Real Estate

Payee	Series 2020 Capital Projects Fund
<b>1 Wood &amp; Associates Engineering LLC</b>	
Invoice # 1219 - Phase 1 Engineer Services for 6/29/21 thru 8/29/22	\$ 527.50
Invoice # 1282 - Phase 1 Req review for 8/25/21 thru 10/6/21	\$ 150.00
<b>2 KE Law Group</b>	
Invoice # 391 - Project Construction for Sept 2021	\$ 34.00
	\$ 711.50
<b>Total:</b>	<b>\$ 711.50</b>

Please make check payable to:

Hammock Reserve Community Development District  
6200 Lee Vista Boulevard, Suite 300  
Orlando, FL 32822

The undersigned hereby further certifies that the invoices listed are costs of the Series 2020 project which have not previously been paid.

  
Responsible Officer