

HYDE PARK

COMMUNITY DEVELOPMENT

DISTRICT 1

November 11, 2022

BOARD OF SUPERVISORS

REGULAR MEETING

AGENDA

HYDE PARK

COMMUNITY DEVELOPMENT DISTRICT 1

AGENDA LETTER

Hyde Park Community Development District 1
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

November 4, 2022

Board of Supervisors
Hyde Park Community Development District 1

ATTENDEES:

Please identify yourself each
time you speak to facilitate
accurate transcription of
meeting minutes.

Dear Board Members:

The Board of Supervisors of the Hyde Park Community Development District 1 will hold a Regular Meeting on November 11, 2022 at 10:00 a.m., at the offices of Coleman, Yovanovich & Koester, P.A., Northern Trust Bank Building, 4001 Tamiami Trail N., Suite 300, Naples, Florida 34103. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2023-01, Authorizing the Filing of a Petition with the Board of County Commissioners of Collier County, Florida for a Modification of the District's Boundaries and the Jurisdiction of the District Through Expansion; Providing for Certain Requirements Implementing Section 190.046(1), Florida Statutes; Providing for Severability, Conflicts and an Effective Date
4. Consideration of Boundary Amendment Funding Agreement
5. Acceptance of Unaudited Financial Statements as of September 30, 2022
6. Approval of August 12, 2022 Public Hearings and Regular Meeting Minutes
7. Staff Reports
 - A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*
 - B. District Engineer: *Hole Montes, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: December 9, 2022 at 10:00 a.m.

○ QUORUM CHECK

Mathew Lavish	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Ben Gibbs	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Steve Wojcechowskyj	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Thomas Mamone	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
Clifford Olson	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO

8. Board Members' Comments/Requests
9. Public Comments
10. Adjournment

I look forward to seeing all of you at the upcoming meeting. In the meantime, if you should have any questions or concerns, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,



Chesley E. Adams, Jr.
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 229 774 8903

HYDE PARK

COMMUNITY DEVELOPMENT DISTRICT 1

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RESOLUTION NO. 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HYDE PARK COMMUNITY DEVELOPMENT DISTRICT 1 AUTHORIZING THE FILING OF A PETITION WITH THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA FOR A MODIFICATION OF THE DISTRICT'S BOUNDARIES AND THE JURISDICTION OF THE DISTRICT THROUGH EXPANSION; PROVIDING FOR CERTAIN REQUIREMENTS IMPLEMENTING SECTION 190.046(1), FLORIDA STATUTES; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, Hyde Park Community Development District 1 (the "**District**") is a community development district that was established pursuant to the provisions of Chapter 190, Florida Statutes by Ordinance No. 2021-11 adopted by the Board of County Commissioners of Collier County, Florida on March 9, 2021 which ordinance became effective on March 11, 2021 ("**Ordinance No. 2021-11**") and which Ordinance No. 2021-11 was ratified and confirmed by the Board of County Commissioners of Collier County, Florida through the adoption of Ordinance No. 2021-44 on November 9, 2021; and

WHEREAS, the District is in legal existence and in good standing; and

WHEREAS, Neal Communities of Southwest Florida, LLC, a Florida limited liability company and Hyde Park Land Holdings, LLC, a Florida limited liability company (collectively, the "**Developer**") and their affiliates are presently developing real property within and/or adjacent to the District; and

WHEREAS, the Developer has approached the Board of Supervisors of the District (the "**Board**") and requested the District petition the Board of County Commissioners of Collier County, Florida to amend the District's boundaries to add in certain lands not currently located within the District as generally depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Boundary Amendment**"). The Boundary Amendment is being made to adjust the boundary line of the District to match the Developer's current proposed plan and phasing of development; and

WHEREAS, the Developer has agreed to pay all costs, fees and expenses associated with the preparation, filing and pursuit of the aforesaid described petition to the Board of County Commissioners of Collier County, Florida ("**Petition**"); and

WHEREAS, the modification of the external boundaries and jurisdiction of the District through expansion will provide better service to the landowners, both existing and future, and ultimately the residents and citizens of the District; and

WHEREAS, Chapter 190, Florida Statutes, provides a mechanism by which the land area and jurisdiction of the District may be modified by expansion; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, Florida Statutes, the District desires to authorize the District staff and consultants including, without limitation, legal, engineering, and managerial staff, to provide such services as are necessary through the pendency of the boundary amendment process subject to the terms herein; and

WHEREAS, subject to the terms herein, the District desires to authorize the District Manager, District Counsel and District Engineer to petition the Board of County Commissioners of Collier County,

Florida to amend its boundaries in accordance with the procedures and processes described in Chapter 190, Florida Statutes, which includes the preparation of a petition to the Board of County Commissioners of Collier County, Florida, the holding of a local public hearing in accordance with Section 190.046(1), Florida Statutes and such other actions as are necessary in furtherance of the boundary amendment process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HYDE PARK COMMUNITY DEVELOPMENT DISTRICT 1:

SECTION 1. INCORPORATION OF RECITALS. All of the above representations, findings and determinations contained within the foregoing recitals of this Resolution are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. PETITION. The District hereby authorizes the preparation and filing of a Petition acceptable to and approved by the Board, with the Board of County Commissioners of Collier County, Florida for a modification of the external boundaries and jurisdiction of the District through expansion under Section 190.046(1), Florida Statutes to amend the boundaries generally as depicted on Exhibit "A" attached hereto and made a part hereof. The District Manager, District Counsel and District Engineer are authorized in the filing and pursuit of such Petition. The District staff are authorized to take all steps necessary to effectuate the intent of this Resolution, including, without limitation, such work to assist the pursuit of the Petition to the Board of County Commissioners of Collier County, Florida, preparation of necessary Petition attachments, paying appropriate filing fees, coordinating the notice and the conduct of the public hearing required pursuant to Section 190.046(1), Florida Statutes. The District is authorized to enter into that certain "Boundary Amendment Funding Agreement" with the Developer, wherein the Developer agrees to pay the costs, fees and expenses relating to the boundary modification process and the Petition, including but not limited to paying the costs and expenses of District staff and consultants.

SECTION 3. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 4. CONFLICTS. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED at a meeting of the Board of Supervisors of Hyde Park Community Development District 1 this 11th day of November, 2022

**HYDE PARK COMMUNITY
DEVELOPMENT DISTRICT 1**

ATTEST:

Chesley E. Adams, Jr., Secretary

Matthew Lavish, Chair

EXHIBIT “A”

DEPICTION OF BOUNDARY AMENDMENT

HYDE PARK

COMMUNITY DEVELOPMENT DISTRICT 1

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BOUNDARY AMENDMENT FUNDING AGREEMENT

THIS BOUNDARY AMENDMENT FUNDING AGREEMENT (this “**Agreement**”) is made and entered into as of the 11th day of November, 2022, by and between **HYDE PARK COMMUNITY DEVELOPMENT DISTRICT 1**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the “**District**”), and **NEAL COMMUNITIES OF SOUTHWEST FLORIDA, LLC**, a Florida limited liability company, (“**NCSW**”) and **HYDE PARK LAND HOLDINGS, LLC**, a Florida limited liability company (“**HPLH**”). NCSW and HPLH are landowners and developers of lands to be included within the District (collectively, the “**Developer**”).

WHEREAS, the District is a community development district that was established pursuant to the provisions of Chapter 190, Florida Statutes, by the Board of County Commissioners of Collier County, Florida; and

WHEREAS, pursuant to Chapter 190, Florida Statutes, the District is authorized to construct, acquire, and maintain infrastructure improvements and services, including but not limited to roadways, stormwater management facilities, utilities, security facilities, and other public infrastructure; and

WHEREAS, the District currently provides public infrastructure systems, facilities, and services to the real property within the District, and

WHEREAS, the Developer and its affiliates presently are developing real property within and adjacent to the District; and

WHEREAS, the Developer has approached the District and requested that the District’s boundaries be amended pursuant to Section 190.046, Florida Statutes to add in certain adjacent lands currently outside of the District as generally depicted on **Exhibit “A”** attached hereto and made a part hereof (the “**Boundary Amendment**”); and

WHEREAS, the Boundary Amendment proposed by the Developer is within the amendment size restrictions contained within Section 190.046(1), Florida Statutes; and

WHEREAS, the District has authorized the pursuit of the Boundary Amendment pursuant to Resolution No. 2023-01; and

WHEREAS, the Developer, in conjunction with the District, agrees to pursue the Boundary Amendment in accordance with the procedures and processes described in Chapter 190, Florida Statutes, which processes include the preparation of a petition acceptable to and approved by the Board of Supervisors (the “**Board**”) of the District to the Board of County Commissioners of Collier County, Florida and such other actions as are necessary in furtherance of the Boundary Amendment process; and

WHEREAS, the District has authorized District staff and consultants, including but not limited to legal, engineering, and managerial staff, to provide such services as are reasonably necessary throughout the Boundary Amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District; and

WHEREAS, the Developer agrees to provide sufficient funds to the District to reimburse the District for any such expenditures that are necessary or required relating to the Boundary Amendment including, but not limited, to legal, engineering, and other consultant fees, filing fees, administrative, and other expenses.

NOW, THEREFORE, the parties agree as follows:

1. **RECITALS.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **PROVISION OF FUNDS.** The District has authorized District staff and consultants including, but not limited to, legal, engineering, and managerial staff and consultants, to provide such services as are reasonably necessary and requested by the District to process and pursue the petition for the Boundary Amendment. The Developer agrees to make available to the District such funds as are necessary to enable the District to pay the cost and expense of District staff and consultants in their work on the Boundary Amendment process and proceedings, including all filing and advertising fees relating to the Boundary Amendment. The Developer will remit such funds to the District on a monthly basis, within twenty (20) days after a written request by the District for funding for such costs and expenses.

3. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

4. **ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings. Venue and jurisdiction for any litigation arising out of or related to this Agreement shall be in the Florida state court of appropriate jurisdiction in Collier County, Florida

5. **AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

6. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

7. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

8. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be hand delivered, mailed by first class regular U.S. mail, commercial overnight delivery service or email, to the parties, as follows:

If to NCSW:	Neal Communities Southwest Florida, LLC 5800 Lakewood Ranch Blvd. Sarasota, FL 34240
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Attn: Nancy Reynolds, CFO
Email: nreynolds@nealcommunities.com

If to FCCC: Hyde Park Land Holdings, LLC
5800 Lakewood Ranch Blvd.
Sarasota, FL 34240
Attn: Nancy Reynolds, CFO
Email: nreynolds@nealcommunities.com

If to District: Hyde Park Community Development District 1
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Attn: District Manager
adamsc@whhassociates.com

With a copy to: Coleman, Yovanovich & Koester, P.A.
c/o Gregory L. Urbancic, Esq.
4001 Tamiami Trail N., Suite 300
Naples, FL 34103
gurbancic@cyklawfirm.com

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

9. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties to this Agreement 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 corporation other than the parties to this Agreement any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

10. **ASSIGNMENT.** Neither party may assign this Agreement or any money to become due hereunder without the prior written approval of the other party.

11. **CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

12. **EFFECTIVE DATE.** This Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

13. **PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District, Coleman, Yovanovich & Koester, P.A. or to District staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law. During the term of the Agreement, the Developer shall comply with the Florida Public Records Law. The Developer shall do the following: (1) keep and maintain public records required by the District in order to perform the work; (2) Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Developer does not transfer the records to the public agency; (4) Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of the Developer or keep and maintain public records required by the District to perform the service. If the Developer transfers all public records to the District upon completion of the Agreement, the Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Developer keeps and maintains public records upon completion of the Agreement, the Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT CUSTODIAN OF RECORDS, AT CHESLEY 'CHUCK' ADAMS, DIRECTOR OF OPERATIONS, WRATHELL, HUNT AND ASSOCIATES, LLC; (239) 464-7114; ADAMSC@WHHASSOCIATES.COM.

The Developer shall keep and make available to the District for inspection and copying, upon written request by the District all records in the Developer's possession relating to the Agreement. Any document submitted to the District may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in the Developer's possession is subject to inspection and copying unless exempted under Chapter 119 of the Florida Statutes. If the Developer fails to comply with the Public Records Law, the Developer shall be deemed to have breached a material provision of the Agreement.

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

15. **SOVEREIGN IMMUNITY.** Developer agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

16. **E-VERIFY.** Developer shall comply with all applicable requirements of Section 448.095, Florida Statutes. Developer shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. If Developer enters into a contract with a subcontractor relating to the services under this Agreement, the subcontractor must register with and use the E-Verify system and provide Developer with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Developer shall maintain a copy of said affidavit for the duration of the contract with the subcontractor and provide a copy to the District upon request. For purposes of this section, the term "subcontractor" shall have such meaning as provided in Section 448.095(1)(j), Florida Statutes and the term "unauthorized alien" shall have such meaning as provided in Section 448.095(k), Florida Statutes.

If Developer has a good faith belief that a subcontractor with which it is contracting has knowingly violated Section 448.095, Florida Statutes, then Developer shall terminate the contract with such person or entity. Further, if District has a good faith belief that a subcontractor of Developer knowingly violated Section 448.095, Florida Statutes, but Developer otherwise complied with its obligations hereunder, District shall promptly notify the Developer and upon said notification, Developer shall immediately terminate its contract with the subcontractor.

Notwithstanding anything else in this Agreement to the contrary, District may immediately terminate this Agreement for cause if there is a good faith belief that Developer knowingly violated the provisions of Section 448.095, Florida Statutes, and any termination thereunder shall in no event be considered a breach of contract by District.

By entering into this Agreement, Developer represents that no public employer has terminated a contract with Developer under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement. District has materially relied on this representation in entering into this Agreement with Developer.

17. **HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

18. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

{Remainder of the page intentionally left blank. Signatures appear on the following page.}

IN WITNESS THEREOF, the parties have executed this Agreement as of the day and year first written above.

DISTRICT:

**HYDE PARK COMMUNITY
DEVELOPMENT DISTRICT 1**

ATTEST:

Chesley E. Adams, Jr., Secretary

By: _____
Matthew Lavish, Chair

DEVELOPER:

NCSW:

**NEAL COMMUNITIES OF
SOUTHWEST FLORIDA, LLC,**
a Florida limited liability company

By: _____

Print Name: _____

Title: _____

DEVELOPER:

HPLH:

**HYDE PARK
LAND HOLDINGS, LLC,**
a Florida limited liability company

By: _____

Print Name: _____

Title: _____

EXHIBIT "A"
DEPICTION OF BOUNDARY AMENDMENT

HYDE PARK

COMMUNITY DEVELOPMENT DISTRICT 1

UNAUDITED FINANCIAL STATEMENTS

**HYDE PARK
COMMUNITY DEVELOPMENT DISTRICT 1
FINANCIAL STATEMENTS
UNAUDITED
SEPTEMBER 30, 2022**

**HYDE PARK
COMMUNITY DEVELOPMENT DISTRICT 1
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022**

	General Fund	Debt Service Fund Series 2022	Capital Projects Fund Series 2022	Total Governmental Funds
ASSETS				
Cash	\$ 7,037	\$ -	\$ -	\$ 7,037
Investments				
Reserve	-	246,100	-	246,100
Construction	-	-	7,799,518	7,799,518
Interest	-	168,315	-	168,315
Undeposited funds	7,990	-	-	7,990
Due from Landowner	-	327,532	-	327,532
Total assets	<u>\$ 15,027</u>	<u>\$ 741,947</u>	<u>\$ 7,799,518</u>	<u>\$ 8,556,492</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 6,870	\$ -	\$ -	\$ 6,870
Contracts payable	-	-	4,150,379	4,150,379
Accrued wages payable	1,000	-	-	1,000
Tax payable	76	-	-	76
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>13,946</u>	<u>-</u>	<u>4,150,379</u>	<u>4,164,325</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	-	327,532	-	327,532
Total deferred inflows of resources	<u>-</u>	<u>327,532</u>	<u>-</u>	<u>327,532</u>
Fund balances:				
Restricted for:				
Debt service	-	414,415	-	414,415
Capital projects	-	-	3,649,139	3,649,139
Unassigned	1,081	-	-	1,081
Total fund balances	<u>1,081</u>	<u>414,415</u>	<u>3,649,139</u>	<u>4,064,635</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 15,027</u>	<u>\$ 741,947</u>	<u>\$ 7,799,518</u>	<u>\$ 8,556,492</u>

**HYDE PARK
COMMUNITY DEVELOPMENT DISTRICT 1
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Developer contribution	\$ 15,491	\$ 67,990	\$ 103,790	66%
Total revenues	<u>15,491</u>	<u>67,990</u>	<u>103,790</u>	66%
EXPENDITURES				
Professional & administrative				
Supervisors	-	5,382	12,000	45%
Management/accounting/recording	4,000	36,000	48,000	75%
Legal	333	5,756	15,000	38%
Engineering	244	3,487	7,500	46%
Engineering - stormwater analysis	400	1,366	-	N/A
Audit*	-	-	3,500	0%
Arbitrage rebate calculation*	-	-	750	0%
Dissemination agent*	83	583	1,000	58%
Trustee*	-	-	4,000	0%
Telephone	17	200	200	100%
Postage	30	211	1,000	21%
Printing & binding	83	1,000	1,000	100%
Legal advertising	-	5,774	2,500	231%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	22	284	750	38%
Website				
Hosting & maintenance	1,680	1,680	705	238%
ADA compliance	-	-	210	0%
Total professional & administrative	<u>6,892</u>	<u>66,898</u>	<u>103,790</u>	64%
Excess/(deficiency) of revenues over/(under) expenditures	8,599	1,092	-	
Fund balances - beginning	(7,518)	(11)	-	
Fund balances - ending	<u>\$ 1,081</u>	<u>\$ 1,081</u>	<u>\$ -</u>	

**HYDE PARK
COMMUNITY DEVELOPMENT DISTRICT 1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	Current Month	Year To Date
REVENUES		
Interest	595	1,320
Total revenues	<u>595</u>	<u>1,320</u>
EXPENDITURES		
Debt service		
Cost of issuance	-	219,780
Interest	-	42,678
Total debt service	<u>-</u>	<u>262,458</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 595	 (261,138)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	859,426
Original issue discount	-	(4,180)
Underwriter's discount	-	(172,200)
Transfer in	28,410	28,410
Transfer out	-	(24,258)
Total other financing sources	<u>28,410</u>	<u>687,198</u>
 Net change in fund balances	 29,005	 426,060
Fund balances - beginning	385,410	(11,645)
Fund balances - ending	<u><u>\$ 414,415</u></u>	<u><u>\$ 414,415</u></u>

**HYDE PARK
COMMUNITY DEVELOPMENT DISTRICT 1
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED SEPTEMBER 30, 2022**

	Current Month	Year To Date
REVENUES		
Interest	11,192	24,687
Total revenues	<u>11,192</u>	<u>24,687</u>
EXPENDITURES		
Construction costs	4,121,969	4,121,969
Total expenditures	<u>4,121,969</u>	<u>4,121,969</u>
Excess/(deficiency) of revenues over/(under) expenditures	(4,110,777)	(4,097,282)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	7,750,573
Transfer out	(28,410)	(28,410)
Transfer in	-	24,258
Total other financing sources/(uses)	<u>(28,410)</u>	<u>7,746,421</u>
Net change in fund balances	(4,139,187)	3,649,139
Fund balances - beginning	7,788,326	-
Fund balances - ending	<u><u>\$ 3,649,139</u></u>	<u><u>\$ 3,649,139</u></u>

HYDE PARK

COMMUNITY DEVELOPMENT DISTRICT 1

MINUTES

DRAFT

**MINUTES OF MEETING
HYDE PARK
COMMUNITY DEVELOPMENT DISTRICT 1**

The Board of Supervisors of the Hyde Park Community Development District 1 held Multiple Public Hearings and a Regular Meeting on August 12, 2022 at 10:00 a.m., at the offices of Coleman, Yovanovich & Koester, P.A., Northern Trust Bank Building, 4001 Tamiami Trail N., Suite 300, Naples, Florida 34103.

Present were:

Matthew Lavish	Chair
Ben Gibbs	Vice Chair
Clifford Olson (via telephone)	Assistant Secretary
Steven Wojcechowskyj	Assistant Secretary
Thomas Mamone	Assistant Secretary

Also present, were:

Chuck Adams	District Manager
Greg Urbancic	District Counsel
Terry Cole	District Engineer
John McKay	Neal Communities
Pam Curran	Neal Communities

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 10:00 a.m. Supervisors Gibbs, Wojcechowskyj, Lavish and Mamone were present in person. Supervisor Olson was not present at roll call.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2022/2023 Budget**

A. Affidavit of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2022-10, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date

Mr. Adams reviewed the proposed Fiscal Year 2023 budget and stated that the budget is unchanged from when it was previously presented. He highlighted the "Field operations" line item, on Page 1, Amortization Schedule on Pages 5 and 6 and the Assessment Comparison tables on Page 7.

Mr. Olson joined the meeting via telephone.

Mr. Adams opened the Public Hearing.

No members of the public spoke.

Mr. Adams closed the Public Hearing.

Mr. Adams presented Resolution 2022-10.

On MOTION by Mr. Mamone and seconded by Mr. Olson, with all in favor, Resolution 2022-10, Relating to the Annual Appropriations and Adopting the Budgets for the Fiscal Year Beginning October 1, 2022, and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2022/2023, Pursuant to Florida Law

A. Proof/Affidavit of Publication

B. Mailed Notice(s) to Property Owners

These items were included for informational purposes.

C. Consideration of Resolution 2022-11, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for

Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date

Mr. Adams stated there are two types of operation and maintenance (O&M) assessments for Fiscal Year 2023. The CDD has 250 platted lots and 206.17 Equivalent Residential Units (ERUs) in un-platted lots; the revenue required to offset the expenses as part of the O&M budget totals 176,077.

Mr. Adams opened the Public Hearing.

No members of the public spoke.

Mr. Adams closed the Public Hearing.

Mr. Adams presented Resolution 2022-11.

On MOTION by Mr. Olson and seconded by Mr. Gibbs, with all in favor, Resolution 2022-11, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Advanced Aquatic Services, Inc., SkySail Littoral Maintenance Proposal

Mr. Adams presented the Advanced Aquatic Services, Inc., proposal.

On MOTION by Mr. Lavish and seconded by Mr. Mamone, with all in favor, the Advanced Aquatic Services, Inc., SkySail Littoral Maintenance Proposal, in the amount of \$500 per month, equating to \$6,000 annually, was approved.

SIXTH ORDER OF BUSINESS

Ratification of Interlocal Agreement with Collier County for the Preparation and Submission of the Hyde Park Community Development District, Non-Ad Valorem Assessment Roll and The Related Uniform Collection and Enforcement Thereof

Mr. Adams presented the Interlocal Agreement between the CDD and the Collier County Property Appraiser and Tax Collector, which allows for the placement of assessments on the property tax bill. Asked if the Agreement must be renewed annually, Mr. Adams replied no; once the Agreement is entered into, it is automatic.

On MOTION by Mr. Olson and seconded by Mr. Gibbs, with all in favor, the Interlocal Agreement with Collier County for the Preparation and Submission of the Hyde Park Community Development District, Non-Ad Valorem Assessment Roll and The Related Uniform Collection and Enforcement Thereof, was ratified.

SEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of June 30, 2022

Mr. Adams presented the Unaudited Financial Statements as of June 30, 2022.

The financials were accepted.

EIGHTH ORDER OF BUSINESS

Approval of June 10, 2022 Regular Meeting Minutes

Mr. Adams presented the June 10, 2022 Regular Meeting Minutes.

On MOTION by Mr. Lavish and seconded by Mr. Mamone, with all in favor, the June 10, 2022 Regular Meeting Minutes, as presented, were approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: *Coleman, Yovanovich & Koester, P.A.*

There was no report.

B. District Engineer: *Hole Montes, Inc.*

Mr. Cole reported the following:

➤ Staff has been coordinating with Mr. Urbancic to have the draw paid and, after the meeting, the exhibits will be reviewed to make sure everything is in order.

146 ➤ The amount of the draw is \$4.1 million, for water, sewer, irrigation quality water and
147 storm drainage piping.

148 ➤ The Stormwater Needs Analysis Report was submitted to Collier County. Last week, Mr.
149 Urbancic received several emails from the County asking for answers to a few questions
150 regarding water and sewer systems.

151 C. District Manager: *Wrathell, Hunt and Associates, LLC*

152 • NEXT MEETING DATE: September 9, 2022 at 10:00 A.M.

153 ○ QUORUM CHECK

154 The next meeting will be held on September 9, 2022.

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156 TENTH ORDER OF BUSINESS

Board Members' Comments/Requests

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158 There were no Board Members' comments or requests.

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160 ELEVENTH ORDER OF BUSINESS

Public Comments

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162 There were no public comments.

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164 TWELFTH ORDER OF BUSINESS

Adjournment

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167 On MOTION by Mr. Mamone and seconded by Mr. Olson with all in favor, the
168 meeting adjourned at 10:13 a.m.

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

176
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180

Secretary/Assistant Secretary

Chair/Vice Chair

HYDE PARK

COMMUNITY DEVELOPMENT DISTRICT 1

STAFF

REPORTS

HYDE PARK COMMUNITY DEVELOPMENT DISTRICT 1		
BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE		
LOCATION		
<i>Coleman, Yovanovich & Koester, P.A., Northern Trust Bank Building 4001 Tamiami Trail N., Suite 300, Naples, Florida 34103</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 14, 2022 CANCELED	Regular Meeting	10:00 AM
November 11, 2022	Regular Meeting	10:00 AM
December 9, 2022	Regular Meeting	10:00 AM
January 13, 2023	Regular Meeting	10:00 AM
February 10, 2023	Regular Meeting	10:00 AM
March 10, 2023	Regular Meeting	10:00 AM
April 14, 2023	Regular Meeting	10:00 AM
May 12, 2023	Regular Meeting	10:00 AM
June 9, 2023	Regular Meeting	10:00 AM
July 14, 2023	Regular Meeting	10:00 AM
August 11, 2023	Regular Meeting	10:00 AM
September 8, 2023	Regular Meeting	10:00 AM