

***LAKE HIDEAWAY
COMMUNITY DEVELOPMENT DISTRICT***

Advanced Meeting Package

Date/Time:

Thursday, April 14, 2022

9:00 a.m.

Location:

***Coastal Engineering
966 Candlelight Boulevard
Brooksville, FL 34601***

Note: The Advanced Meeting Package is a working document and thus all materials are considered DRAFTS prior to presentation and Board acceptance, approval or adoption.

Lake Hideaway Community Development District

c/o Breeze

1540 International Parkway, Suite 2000

Lake Mary, FL 32745

813-564-7847

Board of Supervisors

Lake Hideaway Community Development District

Dear Board Members:

A Meeting of the Board of Supervisors of the Lake Hideaway Community Development District is scheduled for **Thursday, April 14, 2022 at 9:00 a.m.** at the **Coastal Engineering 966 Candlelight Boulevard, Brooksville, FL 34601.**

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The balance of the agenda is routine in nature. Staff will present their reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

Patricia Thibault

Patricia Thibault
District Manager

Cc: Attorney
Engineer
District Records

District: LAKE HIDEAWAY COMMUNITY DEVELOPMENT DISTRICT

Date of Meeting: Thursday, April 14, 2022

Time: 9:00 AM

Location: Coastal Engineering
966 Candlelight Boulevard
Brooksville, Florida 34601

Dial In: 301-715-8592
Meeting ID: 825 8457 3721
Passcode: 652440

Agenda

Note: For the full agenda package, please contact patricia@breezehome.com

I. Roll Call

II. Audience Comments – *(limited to 3 minutes per individual for agenda items)*

III. Business Items

- A. Consideration of Form 8B – Memorandum of Voting Conflict for County, Municipal, and Other Local Public Offices Exhibit 1
- B. Consideration and Adoption of the **Resolution 2022-34, Appointing and Fixing Compensation for District Management** Exhibit 2
- C. Consideration and Adoption of the **Resolution 2022-35, Designation of Officers** Exhibit 3
- D. Consideration and Adoption of the **Resolution 2022-36, Designation of Primary Administrative Office & Principal Headquarters** Exhibit 4
- E. Consideration and Adoption of the **Resolution 2022-37, Designation of Authorized Bank Signatories** Exhibit 5
- F. Consideration and Adoption of the **Interlocal Agreement Between Hernando County and the Lake Hideaway CDD** Exhibit 6

IV. Consent Agenda

- A. Consideration for Approval – The Minutes of the Board of Supervisors Regular Meeting Held January 13, 2022 Exhibit 7

V. Staff Reports

- A. District Manager
- B. District Attorney
- C. District Engineer

VI. Supervisors Requests

VII. Audience Comments – New Business – *(limited to 3 minutes per individual for non-agenda items)*

VIII. Adjournment

EXHIBIT 1

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: <input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input type="checkbox"/> OTHER LOCAL AGENCY
CITY COUNTY	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED	MY POSITION IS: <input type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTEE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a “relative” includes only the officer’s father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A “business associate” means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

- inured to my special private gain or loss;
- inured to the special gain or loss of my business associate, _____ ;
- inured to the special gain or loss of my relative, _____ ;
- inured to the special gain or loss of _____, by whom I am retained; or
- inured to the special gain or loss of _____, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

_____ Date Filed

_____ Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

EXHIBIT 2

RESOLUTION 2022-34

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LAKE HIDEAWAY COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Lake Hideaway Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hernando County, Florida; and

WHEREAS, the Board of Supervisors of the District (the “Board”) must employ and fix compensation of a District Manager; and

WHEREAS, the Board desires to appoint a District Manager and to provide compensation for their services.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LAKE HIDEAWAY COMMUNITY DEVELOPMENT DISTRICT:

Section 1. Artemis Connected, LLC d/b/a Breeze is appointed as District Manager and shall be compensated for their services in such capacity in the manner prescribed in the agreement incorporated herein by reference as **Exhibit “A”**.

Section 2. This authorization shall be continuing in nature until revoked by the District.

Section 3. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 10TH DAY OF MARCH, 2022.

ATTEST:

**LAKE HIDEAWAY COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair of the Board of Supervisors

EXHIBIT “A”

**(Artemis Connected, LLC d/b/a Breeze
District Management Agreement)**

District Management Agreement

Based upon mutual consideration, the **Lake Hideaway Community Development District** ("CDD" or "District") and Artemis Connected, LLC d.b.a. BREEZE ("Breeze") agree effective February 18, 2022 as follows:

1. **Core District Management Services:** Breeze will provide Core District Management Services ("CDMS") at a monthly fee of **\$2,500 per Board meeting**, until the first bond issuance. The month after the District's first bond issuance, DPFG will provide CDMS at a fee of **\$2,050 per month**. The CDMS shall include:
 - a. Management Services - Manage the District pursuant to Chapter 190 and related provisions of Florida Statutes; advise the Board on substantive, procedural and regulatory issues relating to District matters; and assist the Board with budget development and implementation with a monthly fee of **\$1,750.00**.
 - b. Government & Trust Fund Accounting Services - Produce financial statements; set up accounting system; implement government investment policy; prepare government mandated financial reports; coordinate with auditors on annual independent audits; perform all other government required financial functions pertaining to District administration, including assessment levy and collection and related financial matters.
 - c. Records & Administrative - Prepare legal notices, agendas, and meeting packets, prepare official minutes, organize, and archive official records; file appropriate records and reports with government agencies; process records requests and other communications. Monthly administrative fee of **\$300**.
2. **Construction Accounting Services:** Assist in the processing and tracking of construction requisitions and funding requests related to the capital project funds for the acquisition or construction of major infrastructure within the District with a monthly fee of **\$750**.
3. **Planning and Coordination Services:** Breeze will provide Planning and Coordination Services ("PCS") at a fee of \$3,000 per Board meeting until the first bond issuance. The month after the District's first bond issuance, Breeze will provide PCS at a fee of **\$3,000 per month**. The PCS shall include governmental agency coordination services, construction and maintenance contract administration, review services, technical and engineering support services associated with forward planning and forward construction of the District infrastructure project.
4. **Out of Pocket Expenses:** The CDD shall reimburse Breeze for all out-of-pocket expenses reasonably incurred by Breeze for services related to this agreement.
5. **Fee Review:** On an annual basis as part of the budget adoption process, the District may adjust compensation in accordance with increasing scope of work considerations for the CDMS, PCS, or other services needed and fees will be assessed in accordance with the adopted budget.
6. **Indemnification:** Breeze shall indemnify and hold harmless the District from and against any and all liabilities, claims, losses, actions, damages, judgments, costs and expenses of whatever nature, including counsel fees and costs, incurred by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of any property, violations of law, or otherwise in connection with: (i) the negligent acts or omissions of Breeze or its related parties relating in any way to the performance or nonperformance, as the case may be, of the services in connection with this agreement or (ii) the failure by Breeze to comply with the requirements or provisions of this agreement. Subject to the limits in section

768.28, Florida Statutes, the District shall indemnify and hold harmless Breeze from and against any and all liabilities, claims, losses, actions, damages, judgments, costs and expenses of whatever nature, including counsel fees and costs, incurred by reason of or arising out of any injury to or death of any person(s), damage to property, loss of use of any property, violations of law, or otherwise in connection with: (i) the negligent acts or omissions of the District or its related parties relating in any way to the performance or nonperformance, as the case may be, of the services in connection with this agreement or (ii) the failure by the District to comply with the requirements or provisions of this agreement.

7. **Insurance:** Prior to commencing the services under this agreement, at all times during the term of this agreement, Breeze shall maintain in full force and effect, at Breeze's expense, the following insurance: (i) Workers' Compensation insurance as required by applicable law, (ii) Commercial General Liability insurance, including personal injury, with limits not less than one million dollars (\$1,000,000) per occurrence, and (iii) Errors and Omissions insurance with limits not less than one million dollars (\$1,000,000). Breeze shall require the insurers to give the District at least thirty (30) days prior written notice of modification or cancellation, and shall provide that the District be named as "a named additional insured". Upon execution of this agreement, and thereafter from time to time upon request by the District, Breeze shall provide the District with a certificate evidencing such insurance.
8. **Term:** This Agreement shall commence and be effective as of February 18, 2022 and be binding upon your acceptance hereof and shall remain in effect until such time as the agreement has been terminated in accordance with Section 12.
9. **Conflicts of Interest:** Breeze represents that it presently has no interest and shall acquire no interest either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in the standard set forth in Section 112.311, Florida Statutes. Breeze further represents that no person having any interest shall be employed for said performance.
10. **Governing Law:** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in the county where the District is located. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
11. **Enforcement of Agreement:** In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.
12. **Termination:** Both the District and Breeze will have the right to terminate with or without cause any portion of or the entire Agreement upon 60 days written notice. Any notice required or permitted to be given under this Agreement shall be in writing and sent by first class mail or sent by expedited courier service to the addresses set forth below. Any notice shall be deemed given upon receipt.
13. **E-Verification:** Pursuant to Section 448.095(2), Florida Statutes: Breeze represents that Breeze is eligible to contract with the District and is currently in compliance and will remain in compliance, for as long as it has any obligations under this Agreement, with all requirements of the above statute; this includes, but is not limited to, registering with and using the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021. If the District has a good faith belief that Breeze has knowingly violated Section 448.09(1), Florida Statutes, the District may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes. If the District has a good faith belief that a subcontractor knowingly violated Section 448.09(1), Florida Statutes, but Breeze otherwise

complied with its obligations thereunder, the District shall promptly notify Breeze and Breeze will immediately terminate its contract with the subcontractor. If this Agreement is terminated in accordance with this section, then Breeze will be liable for any additional costs incurred by the District.

14. Public Records: As required under Section 119.0701, Florida Statutes, Breeze shall (a) keep and maintain public records required by the District in order to perform the service, (b) 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 provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if Breeze does not transfer the records to District, (d) meet all requirements for retaining public records and transfer, at no cost, to the District all public records in possession of the Breeze upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with the information technology systems of the District.

IF BREEZE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BREEZE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT _____, OR BY EMAIL AT _____, OR BY REGULAR MAIL AT _____

To the District:

Lake Hideaway CDD

To Breeze:

Artemis Connected, LLC d.b.a. Breeze

Approved and Accepted by:

Lake Hideaway Community Development District

By: 

Name: Mike Lawson
Title: Chair of the Board of Supervisors

Approved and Accepted by:

Artemis Connected, LLC d.b.a. Breeze

By: 

Patricia Thibault, Director

EXHIBIT 3

RESOLUTION 2022-35

**A RESOLUTION OF THE BOARD OF SUPERVISORS
DESIGNATING THE OFFICERS OF LAKE HIDEAWAY
COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING
FOR AN EFFECTIVE DATE.**

WHEREAS, the Lake Hideaway Community Development District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes, being situated entirely within Hernando County, Florida; and

WHEREAS, the Board of Supervisors (hereinafter the “Board”) now desire to designate the Officers of the District per F.S. 190.006(6).

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF LAKE HIDEAWAY COMMUNITY DEVELOPMENT DISTRICT:**

1. The following persons are elected to the offices shown, to wit:

<u>Michael Lawson</u>	Chairman
<u>Doug Draper</u>	Vice - Chairman
<u>Patricia C. Thibault</u>	Secretary
<u>Patricia C. Thibault</u>	Treasurer
<u>Sonia Valentin</u>	Assistant Treasurer
<u>Lori Price</u>	Assistant Secretary
<u>Christie Ray</u>	Assistant Secretary
<u></u>	Assistant Secretary
<u></u>	Assistant Secretary

2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 10TH DAY OF MARCH, 2022.

ATTEST:

**LAKE HIDEAWAY COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair of the Board of Supervisors

EXHIBIT 4

RESOLUTION 2022-36

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE LAKE HIDEAWAY COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE OF THE DISTRICT; DESIGNATING THE PRINCIPAL HEADQUARTERS OF THE DISTRICT; DIRECTING THE DISTRICT MANAGER TO PERFORM CERTAIN ACTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Lake Hideaway Community Development District (the “**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Hernando County, Florida; and

WHEREAS, the District desires to designate its primary administrative office as the location where the District’s public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District’s Record’s Custodian in order to provide citizens with the ability to access the District’s records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

WHEREAS, the District additionally desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LAKE HIDEAWAY COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The District’s primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 1540 International Parkway, Suite 2000, Lake Mary, FL 32746.

Section 2. The District’s principal headquarters for purposes of establishing proper venue shall be located at 1540 International Parkway, Suite 2000, Lake Mary, FL 32746.

Section 3. The District Manager is hereby directed to post this information on the District website and prominently post the contact information for the District’s custodian of public records in the agency’s primary administrative building

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 10TH DAY OF MARCH, 2022.

ATTEST:

**LAKE HIDEAWAY COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair of the Board of Supervisors

EXHIBIT 5

RESOLUTION 2022-37

A RESOLUTION OF THE BOARD OF SUPERVISORS OF LAKE HIDEAWAY COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE AUTHORIZED SIGNATORIES FOR THE DISTRICT'S OPERATING BANK ACCOUNT(S), AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the Board desires to authorize signatories for the operating bank account(s).

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF LAKE HIDEAWAY COMMUNITY DEVELOPMENT DISTRICT:

Section 1. The Secretary, Treasurer and Assistant Treasurer are hereby designated as authorized signatories for the operating bank accounts of the District.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 10TH DAY OF MARCH, 2022.

ATTEST:

**LAKE HIDEAWAY COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Secretary/ Assistant Secretary

Print Name: _____
Chair/ Vice Chair to the Board of Supervisors

EXHIBIT 6

**INTERLOCAL AGREEMENT BETWEEN
HERNANDO COUNTY AND THE
LAKE HIDEAWAY
COMMUNITY DEVELOPMENT DISTRICT**

THIS INTERLOCAL AGREEMENT (Agreement), is made and entered into this _____ day of _____, 2022, by and between HERNANDO COUNTY, a political subdivision of the State of Florida (County), and the LAKE HIDEAWAY COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose local government organized and existing under Chapter 190, *Florida Statutes* (CDD).

WITNESSETH:

WHEREAS, on October 26, 2021, the Hernando County Board of County Commissioners approved Ordinance No. 2021-21, establishing the CDD as a unit of special purpose local government located wholly within unincorporated Hernando County; and

WHEREAS, pursuant to Chapter 125, and Section 163.01, *Florida Statutes*, the County is authorized to enter into interlocal agreements and to contract with the CDD and other governmental entities in order to make the most efficient use of its powers; and

WHEREAS, pursuant to Section 190.011(12), *Florida Statutes*, the CDD has the authority to contract with the County in connection with its powers, duties, or purposes authorized by law; and

WHEREAS, pursuant to Chapters 190 and 197, *Florida Statutes*, the CDD orders, imposes, collects, and enforces special assessments on properties located within the CDD for the exercise of its powers within the CDD; and

WHEREAS, pursuant to Chapter 197, *Florida Statutes*, and other provisions of Florida law, when property owners do not pay ad valorem and non-ad valorem assessments on their real property in the time required by law, the real property may be offered for public sale; and

WHEREAS, pursuant to Section 197.502(8), *Florida Statutes*, if real property is offered for public sale and it is not purchased, three years after the day the real property was offered for public sale, the land shall escheat to the County; and

WHEREAS, the County has requested, and the CDD has agreed, that the CDD shall accept real property that has escheated to the County when the real property is located wholly within the CDD;

NOW, THEREFORE, in consideration of the foregoing and the other mutual obligations and benefits described herein, the Parties agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are true and correct and are hereby incorporated into this Agreement by this reference.

Section 2. Purpose and Scope of this Agreement. The purpose of this Agreement is limited to setting the terms and conditions applicable to the County's conveyance of escheated real property to the CDD and the CDD's acceptance of such real property.

Section 3. Obligations of the County and the CDD. With regard to real property located wholly within the CDD that the County receives by escheatment tax deed, the Parties agree that:

(a) Any time after the County receives an escheatment tax deed from the Clerk of the Circuit Court vesting title to real property located wholly within the CDD, the County may convey such real property to the CDD by deed, pursuant to Section 125.411, *Florida Statutes*, at no cost to the CDD.

(b) The County shall record the above-described deed in the Official Records of Hernando County and provide a copy of such recorded deed to the CDD at its address of record. The CDD agrees to accept such deed, and this Agreement serves as a written waiver barring the right to disclaim such conveyed interest in the real property, pursuant to Section 739.402, *Florida Statutes*.

(c) Pursuant to, and in accordance with the procedures in, Section 125.379, *Florida Statutes*, any escheated real property that is not conveyed to the CDD may be placed on the affordable housing inventory list. Pursuant to Section 125.379(2), *Florida Statutes*, such real property may be offered for sale and the proceeds used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing or may be sold with a restriction that requires the development of the property as permanent affordable housing or may be donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the County may otherwise make the property available for use for the production and preservation of permanent affordable housing.

Section 4. Effective Date; Term. In accordance with Section 163.01(11), *Florida Statutes*, the Effective Date of this Agreement shall be the date the Agreement is filed with the Clerk of the Circuit Court of the County. The Term of this Agreement shall commence on the Effective Date and shall terminate upon written agreement by both Parties hereto.

Section 5. Interpretation. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6. Negotiations. The Parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms' length and that this Agreement, and all documents executed in connection herewith were prepared and executed without undue influence exerted by

any Party or on any Party. Further, this Agreement was drafted jointly by all Parties, and no Parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or Party who drafted this Agreement.

Section 7. Sovereign Immunity. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third Parties in any matter arising out of this Agreement or any other contract. The CDD and the County are state agencies or political subdivisions as defined in Section 768.28, *Florida Statutes*, and shall be fully responsible for the acts and omissions of their agents or employees to the extent permitted by law.

Section 8. Record-Keeping and Retention. Each Party shall retain all records related to this Agreement in accordance with the State of Florida public records retention law and applicable Federal rules and regulations. Each Party shall have access to such records, for the purposes of inspection and audit, until such time as the law allows said records to be destroyed. This Section shall survive the expiration or termination of this Agreement.

Section 9. Entire Agreement. This Agreement contains the entire agreement of the Parties regarding the subject matter thereof. No oral statements, representations or prior written matter relating to the subject matter herein, but not specifically incorporated herein, shall have any force or effect.

Section 10. Modification. No modification of this Agreement shall be valid or binding unless such modification is in writing and duly executed by all of the Parties hereto.

Section 11. No Third-Party Beneficiaries. The terms and provisions of this Agreement are intended solely for the benefit of the Parties hereto and their respective permitted successors or assigns, and it is not the intention of the Parties to confer, and this Agreement shall not confer, third-party beneficiary rights upon any other person.

Section 12. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, together, shall constitute one instrument.

Section 13. Authority. The Parties hereto are authorized to execute this Agreement in accordance with Florida law, including, but not limited to, Chapters 125, 163, and 190, *Florida Statutes*.

Section 14. Governing Law; Disputes. This Agreement shall be interpreted and construed in accordance with Florida law. Any dispute to this Agreement shall be resolved pursuant to the Florida Governmental Conflict Resolution Act set forth in Chapter 164, *Florida Statutes*. Each Party shall be responsible for its own costs and attorneys' fees in the event of any litigation, dispute, claim, action, appeal, or administrative proceeding.

Section 15. Venue; Jurisdiction. In the event of any litigation, dispute, claim, action, appeal, or administrative proceeding, each Party hereto consents to the personal jurisdiction and venue of a tribunal or a court of subject matter jurisdiction located in Hernando County, Florida.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first above written.

**LAKE HIDEAWAY
COMMUNITY DEVELOPMENT DISTRICT**

Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by ___ physical presence or ___ online notarization, this _____ day of _____, 2022, by _____, as _____, of the CDD, who is personally known to me, or produced identification: _____.

Notary Public Signature & Stamp

**BOARD OF COUNTY COMMISSIONERS
HERNANDO COUNTY, FLORIDA**

Attest: _____
Douglas A. Chorvat, Jr.
Clerk of Circuit Court & Comptroller

By: _____
Steve Champion
Chairman

(SEAL)

STATE OF FLORIDA
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me by ___ physical presence or ___ online notarization this ___ day of _____, 2022, by Steve Champion, the Chairman of the Hernando County Board of County Commissioners, on behalf of Hernando County, a political subdivision of the State of Florida. He is personally known to me or has produced his Florida Driver's License as identification.

Notary Public Signature & Stamp

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Shannon Eller
County Attorney's Office

EXHIBIT 7

1 **MINUTES OF MEETING**

2 **LAKE HIDEAWAY**

3 **COMMUNITY DEVELOPMENT DISTRICT**

4 The Landowners Meeting of the Board of Supervisors of the Lake Hideaway Community
5 Development District was held on Thursday, January 13, 2022 at 9:00 a.m. at the offices of Coastal
6 Engineering, located at 966 Candlelight Boulevard, Brooksville, FL 34601.

7 **FIRST ORDER OF BUSINESS – Roll Call**

8 Ms. Thibault called the meeting to order and conducted roll call.

9 Present were:

10	Mike Lawson	Metro Development Group
11	Doug Draper	Metro Development Group
12	Lori Price	Metro Development Group
13	Patricia Thibault	DPFG Management & Consulting
14	Mark Straley (<i>via phone</i>)	Straley Robin Vericker

15 *The following is a summary of the discussions and actions taken at the January 13, 2022 Lake Hideaway*
16 *CDD Landowners Meeting.*

17 **SECOND ORDER OF BUSINESS – Election of Landowner’s Meeting Chairman**

18 Mr. Lawson was elected as Chairman to preside over the Landowners Meeting.

19 **THIRD ORDER OF BUSINESS – Determination of Number of Voting United Represented**

20 Mr. Lawson explained that there had been 229 authorized votes.

21 **FOURTH ORDER OF BUSINESS – Nominations for the Positions of Supervisor**

22 This item was not discussed.

23 **FIFTH ORDER OF BUSINESS – Casting of Ballots**

24 A. Exhibit 1: Election Instructions, Proxy, and Ballot

25 Mr. Lawson stated that 229 votes were cast for Mr. Draper and himself while 220 votes were cast
26 for Ms. Price and Ms. Ray.

27 **SIXTH ORDER OF BUSINESS – Ballot Tabulations**

28 Ms. Thibault confirmed that 229 votes were cast for Mr. Lawson and Mr. Draper and 220 votes
29 were cast for Ms. Price and Ms. Ray.

30 **SEVENTH ORDER OF BUSINESS – Landowner’s Questions or Comments**

31 There were no questions or comments.

32 **EIGHTH ORDER OF BUSINESS – Adjournment**

33 Ms. Thibault asked for final questions, comments, or corrections before requesting a motion to
34 adjourn the meeting. There being none, Mr. Lawson made a motion to adjourn the meeting.

35 On a MOTION by Mr. Lawson, SECONDED by Mr. Draper, WITH ALL IN FAVOR, the Board adjourned
36 the meeting for the Lake Hideaway Community Development District.

37 **Each person who decides to appeal any decision made by the Board with respect to any matter considered*
38 *at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made,*
39 *including the testimony and evidence upon which such appeal is to be based.*

40 **Meeting minutes were approved at a meeting by vote of the Board of Supervisors at a publicly noticed**
41 **meeting held on _____.**

42

Signature

Signature

43

Printed Name

Printed Name

44 **Title:** **Secretary** **Assistant Secretary**

Title: **Chairman** **Vice Chairman**