

***LAKE HIDEAWAY  
COMMUNITY DEVELOPMENT DISTRICT***

***Advanced Meeting Package***

***Date/Time:  
Friday, June 3, 2022  
1:00 p.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

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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 **Friday, June 3, 2022 at 1:00 p.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

813-564-7847

CC: Attorney  
Engineer  
District Records

**District:** LAKE HIDEAWAY COMMUNITY DEVELOPMENT DISTRICT

**Date of Meeting:** Friday, June 3, 2022

**Time:** 1:00 PM

**Location:** Coastal Engineering  
966 Candlelight Boulevard  
Brooksville, Florida 34601

**Dial In:** 312-626-6799  
**Meeting ID:** 765 408 9133  
**Passcode:** 12345

## *Agenda*

*Note: For the full agenda package, please contact [patricia@breezehome.com](mailto:patricia@breezehome.com)*

- I. Roll Call**
- II. Audience Comments** – *(limited to 3 minutes per individual for agenda items)*
- III. Business Items**
  - A. Presentation of Proposed Budget FY 2022-2023 *(To Be Distributed)*
  - B. Consideration and Approval of **Resolution 2022-38, Approving Proposed Budget and Setting Public Hearing (FY 2022-2023)** **Exhibit 1**
    - Exhibit A – Proposed Budget for FY 2022-2023
  - C. Consideration and Approval of **Resolution 2022-39, Amendment of Boundaries** **Exhibit 2**
  - D. Amortization Recalculation Agreement Epperson North CDD **Exhibit 3**
- IV. Consent Agenda**
  - A. Acceptance of the March Unaudited Financial Statements *(To Be Distributed)*
- 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**

**RESOLUTION 2022-38**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE HIDEAWAY COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED OPERATION AND MAINTENANCE BUDGET FOR FISCAL YEAR 2022/2023; SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING, AND PUBLICATION REQUIREMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Lake Hideaway Community Development District (“**District**”) prior to June 15, 2022 a proposed operation and maintenance budget for the fiscal year beginning October 1, 2022 and ending September 30, 2023 (“**Proposed Budget**”); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to approve the Proposed Budget and set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget, including any modifications made by the Board, attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** The public hearing on said Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE:	August 11, 2022
HOUR:	9:00 a.m.
LOCATION:	Coastal Engineering 966 Candlelight Blvd. Brooksville, Florida

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Hernando County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, Florida Statutes, the District’s Secretary is further directed to post the Proposed Budget on the District’s website at least 2 days before the budget hearing date and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed by Florida law.

6. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED ON JUNE 3, 2022.**

Attest:

**Lake Hideaway Community  
Development District**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary / Assistant Secretary

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Chair/Vice Chair of the Board of Supervisors

**Exhibit A: Proposed Budget for Fiscal Year 2022/2023**

# **EXHIBIT 2**

**RESOLUTION NO. 2022-39**

**A RESOLUTION AUTHORIZING THE AMENDMENT OF THE BOUNDARIES OF THE LAKE HIDEAWAY COMMUNITY DEVELOPMENT DISTRICT AND AUTHORIZING THE SUBMITTAL OF A PETITION TO AMEND THE BOUNDARIES OF THE DISTRICT TO THE BOARD OF COUNTY COMMISSIONERS OF HERNANDO COUNTY, FLORIDA, UNDER SECTION 190.046, FLORIDA STATUTES.**

**WHEREAS**, the Lake Hideaway Community Development District (the "**District**") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, as amended, Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District (the "**Board**") desires to amend the boundaries of the District and to submit a petition to amend the boundaries of the Lake Hideaway Community Development District (the "**Petition**") for the area described in **Exhibit "A"** attached hereto.

**NOW THEREFORE, BE IT RESOLVED that:**

1. The Board hereby authorizes and approves the amendment of the District boundaries, and the Board hereby authorizes and directs the Chair to sign and submit the Petition to the Board of County Commissioners of Hernando County, Florida.
2. The Board hereby authorizes and directs the Chair, the Vice Chair, any other member of the Board, the District Counsel, and the District Manager to take any action or to offer testimony in any proceeding held in connection with obtaining approval of the Petition from the Board of County Commissioners of Hernando County, Florida.
3. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED ON THE 3RD DAY OF JUNE, 2022.**

**Attest:**

**Lake Hideaway Community  
Development District**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Name: \_\_\_\_\_  
Chair/Vice Chair of the Board of Supervisors



# **EXHIBIT 3**



**U.S. Bank, N.A.**  
**Global Corporate Trust**  
**225 E. Robinson Street, Suite 250**  
**Orlando, FL 32801**

**James Audette**  
**Vice President**  
**Email: james.audette@usbank.com**  
**Phone: 407-835-3820 Fax: 407-835-3814**

### **Amortization Recalculation Agreement**

April 22, 2022

Lake Hideaway Community Development District  
c/o District Manager  
1540 International Parkway, Suite 2000  
Lake Mary, FL 32746

Re: Lake Hideaway Community Development District Master Trust Indenture and as supplemented

Dear Sir/Madam:

U.S. Bank Trust Company, National Association (“U.S. Bank” or the “Recalculation Agent”) hereby agrees with The Lake Hideaway Community Development District (the “District”) to act as the District’s Amortization Recalculation Agent. The duties of U.S. Bank are set forth in this Amortization Recalculation Agreement (the “Agreement”). The purpose of this Agreement is to provide calculations to the District to facilitate the District’s compliance with the provisions of the Indenture concerning the calculation of bond debt payments. U.S. Bank is acting as an independent contractor for this purpose and is not an agent of the District.

1. **Duties:** U.S. Bank shall have only such duties as are specifically set forth herein. U.S. Bank shall provide to the District up to two (2) re-amortization schedules per calendar year per bond issue as requested by the District. Recalculations will take into account bond redemptions as specified by the District with the goal of creating a schedule of substantially level annual debt service for the remaining bond term. The District shall be solely responsible for determining whether any such recalculated amortization schedule meets the requirements of the applicable trust indenture.
2. **Fees:** The fee for U.S. Bank’s services under this Agreement will be \$250 per schedule to be paid in arrears with annual administration fees for the applicable bond issue.
3. **Termination:** Both the District and U.S. Bank will have the right to terminate this Agreement upon 30 days prior written notice.
4. **Representation of the District:** The District represents and warrants that it will provide in a timely manner all information necessary for U.S. Bank to carry out its duties under this Agreement and as otherwise requested by U.S. Bank.
5. **Reliance on Documents, etc.**



U.S. Bank may conclusively rely on the truth and accuracy of all information furnished to U.S. Bank by the District.

U.S. Bank shall not be liable for any error of judgment made in good faith. U.S. Bank shall not be liable except to the extent that a court of competent jurisdiction determines that U.S. Bank's gross negligence or willful misconduct hereunder was the sole cause of the District's loss and in no event shall U.S. Bank's liability exceed an amount equal to the fees paid by the District to U.S. Bank. Notwithstanding the preceding, in no event shall U.S. Bank be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to lost profits), even if the U.S. Bank has been advised of the likelihood of such loss or damage and regardless of the form of action.

- 6. Indemnification: To the extent allowed by law, the District shall indemnify and hold U.S. Bank harmless against any loss, cost, claim, liability or expense arising out of or in connection with the Bank's acceptance or administration of the Bank's duties hereunder (except any loss, liability or expense as may be determined by a court of competent jurisdiction to have been caused solely by the Bank's gross negligence or willful misconduct). Such indemnification and hold harmless provision shall survive the termination of this Agreement or the Indenture or discharge of the Bonds.
- 7. Waiver of Jury Trial: EACH OF THE DISTRICT AND U.S. BANK KNOWINGLY WAIVES ANY RIGHT TO TRIAL BY JURY.
- 8. Agreement Governed by Florida Law: The terms and conditions of this Agreement shall be governed by the laws of the State of Florida without application of its conflicts of laws principles.
- 9. Amendments: This Agreement may be amended only by a written instrument executed by both parties.
- 10. Entire Agreement: This Agreement constitutes the entire agreement between the parties concerning the recalculation of amortization schedules.

This Agreement shall be effective upon the District's acceptance hereof as indicated below.

Sincerely,  
U.S. Bank Trust Company, National Association

Approved and Accepted:  
Lake Hideaway Community Development District

By: James Audette  
Its: Vice President

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_