

*Westside Haines City
Community Development District*

Meeting Agenda

June 30, 2023

AGENDA

Westside Haines City

Community Development District

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

June 23, 2023

**Board of Supervisors
Westside Haines City
Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Westside Haines City Community Development District** will be held on **Friday, June 30, 2023, at 10:30 AM** at **346 East Central Ave., Winter Haven, FL 33880.**

Zoom Video Link: <https://us06web.zoom.us/j/88023681983>

Zoom Call-In Number: 1-646-876-9923

Meeting ID: 880 2368 1983

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the May 17, 2023 Board of Supervisors Meeting
4. Consideration of Resolution 2023-04 Directing Chairman and District Staff to File a Petition Amending District Boundaries
5. Consideration of Boundary Amendment Funding Agreement
6. Consideration of Notice of Cascades Phase 3 RFP for Construction Services and Approval of Evaluation Criteria
7. Consideration of Notice of Brentwood Phases 2 and 3 RFP for Construction Services and Approval of Evaluation Criteria
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Presentation of Updated Number of Registered Voters—0
9. Other Business
10. Supervisors Requests and Audience Comments
11. Adjournment

¹ Comments will be limited to three (3) minutes

MINUTES

**MINUTES OF MEETING
WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Westside Haines City Community Development District was held Wednesday, **May 17, 2023** at 1:15 p.m. at 346 E. Central Avenue, Winter Haven, Florida.

Present and constituting a quorum:

Rob Bonin	Assistant Secretary
Bobbie Henley	Assistant Secretary
Eric Lavoie	Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Roy Van Wyk	District Counsel, KVV Law
Rey Malave	District Engineer, Dewberry

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns noted no members of the public were present in person or via Zoom.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the August 17,
2022 Board of Supervisors Meeting**

Ms. Burns presented the August 17, 2022 Board of Supervisors meeting minutes. She asked if there were any questions, comments, or changes. Hearing no changes, she asked for a motion to approve.

On MOTION by Ms. Henley, seconded by Mr. Lavoie, with all in favor, the Minutes of the August 17, 2022 Board of Supervisors, were approved.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2023-01 Approving the Proposed Fiscal Year 2023/2024 Budget (Suggested Date: July 19, 2023), Declaring Special Assessments, and Setting the Public Hearings on the Adoption of the Fiscal Year 2023/2024 Budget and the Imposition of Operations and Maintenance Assessments

Ms. Burns stated the budget is included in the agenda package. There are the admin expenses and those are relatively the same as the current year. The field and amenity expenses are broken out into two separate assessment areas, the Cascades assessment area for the field and amenity expenses related to the single-family homes in Cascade and the Brentwood Townhome section that has the field and amenity expenses. She noted the reason for doing that is because each section has their own amenity and residents in one area are not utilizing the amenities in the other areas so we want to make sure they are not paying for amenities that they will not have access too. Mr. Bonin asked about Wind Stone. Ms. Burns stated right now that is all unplatted and has no field or amenity so the only thing that Wind Stone is getting is the admin portion. Ms. Burns noted the admin portion is allocated across all of the lots and then did the Cascades field and amenity those are allocated to just the Cascades platted lots which is the 671 platted single-family homes in that area. Brentwood field and amenity expenses are allocated to just the platted 226 Brentwood Townhomes right now so there is the admin plus their field and that is showing their total on the bottom of page 2. These estimates are based on development timelines.

Ms. Burns stated it is likely that there is going to be some carry forward to offset those assessments for the next year for the preliminary budget. She stated it made sense to send the notice at the higher amount of what they anticipate it will be closer to, so for the following years there is that cap notice set in place. She noted right now for Cascades, the gross per unit proposed budget is \$953.92 and that is an increase of \$103 from the prior year, which they can probably reduce that with a carry forward. She noted Brentwood is a little higher at this point, the proposed is \$1,416.49 and that is because it only has 226 platted townhomes right now. She noted as more townhomes go in that section and they are sharing field and amenity expenses, that can be lowered but the unplatted Brentwood Townhomes right now are just getting admin. Ms. Burns stated she thinks those numbers will come down but for the notice before a lot of residents are in those areas, they

are better off to send the notice at the higher amount than they anticipate it to be and can utilize the carry forwards when they adopt the budget in July.

Ms. Burns noted maintenance for the Brentwood Townhomes, the actual mowing they will do an agreement with the HOA who is mowing already for the townhome parcels to just take care of those few CDD common areas that are not in place yet but that is something that they have discussed with them and they have agreed to do that at no charge. The CDD would just be responsible for any plant replacement or irrigation repairs for those areas and the utility bills as well is CDD property if there is watering. The actual mowing would be under contract with the HOA or the entity that the HOA engages. Ms. Henley asked as more units are put into Brentwood, do they have to wait until the end of the fiscal year in order for it to go down. Ms. Burns stated no that once they adopt this budget, that will be the amount because it is building one annual installment on the tax bill so that would be the amount. She stated there will be a couple of things taken into consideration when the final budget is done. If there are carry forwards, that could lower this or if there is a builder contract in place with an O&M cap then they would show a developer contribution.

Ms. Burns stated all of those listed have bond debt on them already so they will all be assessed on roll and both the debt and O&M assessments for the upcoming year. Ms. Burns stated again this is setting the cap for each area and mailed notices will be sent to the developer and builder owned. She noted that the suggested date for the public hearing is July 19th at 1:15 p.m. at this location.

On MOTION by Mr. Lavoie, seconded by Ms. Henley, with all in favor, Resolution 2023-01 Approving the Proposed Fiscal Year 2023-2024 Budget, Declaring Special Assessments, and Setting Public Hearings on the Adoption of Fiscal Year 2023/2024 Budget and the Imposition of Operations and Maintenance Assessments on July 19, 2023 at 1:15 p.m., was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2023-02
Authorizing Bank Account Signatories**

Ms. Burns stated this appoints certain offices rather than certain people as signers on the account so that they can provide the resolution to the bank along with the signers in case those change.

On MOTION by Ms. Henley, seconded by Mr. Lavoie, with all in favor, Resolution 2023-02 Authorizing Bank Account Signatories, was approved.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2023-03
Appointing a Treasurer and Assistant
Treasurers**

Ms. Burns stated the people listed on this resolution were previously listed with the exception of Darrin Mossing who is the only one being added.

On MOTION by Mr. Lavoie, seconded by Ms. Henley, with all in favor, Resolution 2023-03 Appointing a Treasurer and Assistant Treasurer adding Darrin Mossing, was approved.

SEVENTH ORDER OF BUSINESS

**Consideration of Arbitrage Rebate Report
for Series 2021 Assessment Area 1 Project**

Ms. Burns noted under internal revenue code, the District has to demonstrate that we do not earn more interest than we pay. She stated on page 4 of that report there is a negative arbitrage amount listed so we are in compliance required by the Trust Indenture.

On MOTION by Mr. Lavoie, seconded by Ms. Henley, with all in favor, the Arbitrage Rebate Report for Series 2021 Assessment Area 1 Project, was approved.

EIGHTH ORDER OF BUSINESS

**Ratification of Brentwood Townhomes
Phase 1 and Cascades Phase 1A & 1B
Common Area Conveyance Documents**

Ms. Burns stated these have already been approved by the Chair and just need to be ratified by the Board.

On MOTION by Mr. Lavoie, seconded by Ms. Henley, with all in favor, the Brentwood Townhomes Phase 1 and Cascades Phases 1A & 1B Common Area Conveyance Documents, were ratified.

NINTH ORDER OF BUSINESS

**Ratification of Notice of Boundary
Amendment**

Ms. Burns stated the boundary amendment was approved so this was recorded and shows the new boundary of the District.

On MOTION by Mr. Lavoie, seconded by Ms. Henley, with all in favor, the Notice of Boundary Amendment, was ratified.

TENTH ORDER OF BUSINESS

Ratification of Contract Agreement with Polk County Property Appraiser

Ms. Burns stated this agreement requires an annual renewal so this is the renewal to be able to collect assessments on the tax bill this coming November.

On MOTION by Mr. Lavoie, seconded by Ms. Henley, with all in favor, the Contract Agreement with Polk County Property Appraiser, was ratified.

ELEVENTH ORDER OF BUSINESS

Ratification of 2023 Data Sharing and Usage Agreement with Polk County Property Appraiser

Ms. Burns stated this agreement requires an annual renewal so this is the renewal to be able to collect assessments on the tax bill this coming November.

On MOTION by Mr. Lavoie, seconded by Ms. Henley, with all in favor, the 2023 Data Sharing and Usage Agreement with Polk County Property Appraiser, was ratified.

TWELFTH ORDER OF BUSINESS

Ratification of Engagement Letter for Fiscal Year 2022 Audit Services

Ms. Burns stated the Audit Committee met and made a recommendation the Board has engaged the audit so this is the renewal for fiscal year 2022 and per contract it was \$4,000.

On MOTION by Mr. Lavoie, seconded by Ms. Henley, with all in favor, the Engagement Letter for Fiscal Year 2022 Audit Services, was ratified.

THIRTEENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Van Wyk stated that they are working on parcel PS2 in Cascades. He stated that is the only thing he is working on and will do a summary on the bills that were passed this legislative session.

B. Engineer

i. Consideration of Work Authorization for Annual Reporting Services from Dewberry

Mr. Malave stated there was ratification of the agreement to do the annual Engineer's Report for mostly the storm water systems for those two areas and forgot what the budget would be. Ms. Burns stated it was an estimated budget amount of \$2,000 for the annual storm water systems.

On MOTION by Mr. Lavoie, seconded by Ms. Henley, with all in favor, the Work Authorization for Annual Reporting Services from Dewberry, was approved.

C. District Manager's Report

i. Approval of Check Register

Ms. Burns presented approval of the check register included in the agenda package for review. She asked for any questions.

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

ii. Balance Sheet & Income Statement

Ms. Burns stated that financial statements were included in the Board's package. There was no action needed.

iii. Ratification of:

a) Summary of Series 2021 AA1 Requisitions #172 to #180

b) Summary of Series 2021 AA1 Brentwood Account Requisitions #80 to #82

Ms. Burns presented the summary of requisitions and stated these had already been approved and just needed to be ratified by the Board.

On MOTION by Mr. Lavoie, seconded by Ms. Henley, with all in favor, Requisitions #172-#180, and Brentwood Account Requisitions #80-#82, were ratified.

iv. Presentation of Number of Registered Voters

Ms. Burns stated the Supervisor of Elections noted there were 1,068 registered voters in the District which there is no way that is correct. She stated this is the one with an issue with the legal description and the ordinance. She stated they will follow up with the Supervisor of Elections and look at it again, as they are pulling from somewhere else and there is no way 1,000 people live in the community at this point. She stated it has been announced but does not believe it is correct.

FOURTEENTH ORDER OF BUSINESS Other Business

There being no comments, the next item followed.

FIFTEENTH ORDER OF BUSINESS Supervisors Requests and Audience Comments

There being no comments, the next item followed.

SIXTEENTH ORDER OF BUSINESS Adjournment

Ms. Burns asked for a motion to adjourn the meeting.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRPERSON AND DISTRICT STAFF TO FILE A PETITION WITH THE POLK COUNTY BOARD OF COUNTY COMMISSIONERS, REQUESTING THE ADOPTION OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("Act"), as established by the Polk County Board of County Commissioners ("County") Ordinance No. 21-017, effective on March 18, 2021, as amended by County Ordinance No. 22-071, effective November 2, 2022, and consented to by City of Haines City ("City") Resolution No. 22-1970, effective October 20, 2022 (together, the "Ordinance"), and being situated within the City and the County; and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, operate and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 609.58 acres of land, more or less, as more fully described in the Ordinance; and

WHEREAS, the primary developer of the lands within the District ("Developer"), has approached the District and requested the District petition to amend its boundaries to remove approximately 14.481 acres of land, more or less, as more particularly described in the attached **Exhibit A** (together, the "Contraction Parcels"); and

WHEREAS, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, for the area of land that will lie in the amended boundaries of the District, the District is the best alternative available for delivering community development services and facilities; and

WHEREAS, removal of the Contraction Parcels in **Exhibit A** from the District is not inconsistent with either the State or local comprehensive plans; and

WHEREAS, the area of land that will lie in the amended boundaries of the District continues to be amenable to separate special district government; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of 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 as authorized by the District's Board of Supervisors ("Board"); and

WHEREAS, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the County, 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 THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The recitals stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The Board hereby directs the Chairperson and District staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the County, to seek the amendment of the District's boundaries to remove the lands depicted in **Exhibit A**, pursuant to Chapter 190, *Florida Statutes*, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District's boundaries.

SECTION 3. The Board hereby authorizes the District Chairperson, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to the City to amend the boundaries of the District.

SECTION 4. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 30th day of June 2023.

ATTEST:

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Contraction Parcels

EXHIBIT A

DESCRIPTION: A portion of Tracts 28, 29, & 30, of the Southeast 1/4 of Section 19, Township 26 South, Range 27 East, as shown on the plat of FLORIDA DEVELOPMENT COMPANY, recorded in Plat Book 3, Pages 60 through 63, inclusive, of the Public Records of Polk County, Florida, and being more particularly described as follows:

BEGIN at the Northeast corner of said Tract 28, run thence along the East boundary thereof, S.00°18'30"E., a distance of 636.29 feet to the Northerly maintained right-of-way line of HOLLY HILL GROVE ROAD 2, per Map Book 22, Pages 1 through 7, inclusive, of the Public Records of Polk County, Florida; thence along said Northerly maintained right-of-way line the following seven (7) courses: 1) S.88°40'49"W., a distance of 13.76 feet; 2) S.87°34'32"W., a distance of 110.73 feet; 3) S.87°59'33"W., a distance of 207.44 feet; 4) N.87°51'09"W., a distance of 118.81 feet; 5) S.88°50'51"W., a distance of 326.26 feet; 6) S.89°40'20"W., a distance of 202.13 feet; 7) S.88°29'07"W., a distance of 12.51 feet to the Southeast corner of COUNTRY WALK ESTATES, as recorded in Plat Book 155, Pages 37 through 38, inclusive, of the Public Records of Polk County, Florida; thence along the East boundary, of said COUNTRY WALK ESTATES N.00°21'09"W., a distance of 631.43 feet; thence N.88°48'08"E., a distance of 991.93 feet to the **POINT OF BEGINNING**.

Containing 14.481 acres, more or less.

SECTION V

**BOUNDARY AMENDMENT FUNDING AGREEMENT BY AND AMONG
THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
AND GLK REAL ESTATE, LLC**

THIS AGREEMENT (“Agreement”) is made and entered into this 30th day of June 2023, by and between:

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (the “District”), and

GLK REAL ESTATE, LLC, a Florida limited liability company, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880 (“Developer”), and

RECITALS

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (“Act”), as established by the Polk County Board of County Commissioners (“County”) Ordinance No. 21-017, effective on March 18, 2021, as amended by County Ordinance No. 22-071, effective November 2, 2022, and consented to by City of Haines City (“City”) Resolution No. 22-1970, effective October 20, 2022, (together, the “Ordinance”), and being situated within the City and the County; and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services within and without the boundaries of the District; and

WHEREAS, the District presently consists of approximately 609.58 acres of land, more or less, as more fully described in the Ordinance; and

WHEREAS, Developer has approached the District and requested the District petition to amend its boundaries to contract approximately 14.481 acres of land; and

WHEREAS, the amendment proposed by Developer is within the amendment size restrictions contained within section 190.046(1), *Florida Statutes*, and will result in the District being comprised of approximately 595.099 acres, more or less; and

WHEREAS, the District agrees to petition to amend its boundary in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the City and such other actions as are necessary in furtherance of the boundary amendment process; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and

managerial staff, to provide such services as are necessary throughout the boundary amendment process; and

WHEREAS, any such work shall only be performed in accord with the authorizations of the District's Board of Supervisors ("Board"); 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 as authorized by the Board; and

WHEREAS, Developer desires to provide sufficient funds to the District to reimburse the District for any such expenditures including but not limited to legal, engineering, and other consultant fees, filing fees, administrative, and other expenses, if any.

NOW, THEREFORE, based upon good and valuable consideration and mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. PROVISION OF FUNDS. Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the boundary amendment and to provide such monies as are necessary to enable District staff, including legal, engineering, and managerial staff, to assist in the boundary amendment process and proceedings. Developer will make such funds available monthly, within thirty (30) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

SECTION 2. DISTRICT USE OF FUNDS. The District agrees to use such funds solely for the fees, costs, and other expenditures accruing or accrued for seeking an amendment to the boundaries of the District in accord with Chapter 190, *Florida Statutes*. The District agrees to use good faith best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the amendment of the District's boundary pursuant to Chapter 190, *Florida Statutes*, and with the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the amendment of the District's boundary. The District also agrees to make monthly requests for necessary funds from Developer for reimbursement for services of the boundary amendment team, as described in Section 1 of this Agreement. The District shall not reimburse Developer for funds made available to the District under this Agreement.

SECTION 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.

SECTION 4. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially 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.

SECTION 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.

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

SECTION 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.

SECTION 8. NOTICES. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Westside Haines City Community
Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kilinski | Van Wyk, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: District Counsel

B. If to Developer: GLK Real Estate, LLC
346 East Central Avenue
Winter Haven, Florida 33880
Attn: Lauren O. Schwenk

With a copy to: Straughn & Turner P.A.
255 Magnolia Ave, SW
Winter Haven, Florida 33883
Attn: Richard Straughn

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 Notice 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.

SECTION 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.

SECTION 10. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party. Any purported assignment without such prior written approval shall be null and void.

SECTION 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.

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

SECTION 13. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Developer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Developer acknowledges that the designated public records custodian for the District is Governmental Management Services – Central Florida, LLC (“Public Records Custodian”). Among other requirements and to the extent applicable by law, the Developer shall: (1) keep and maintain public records required by the District to perform the service; (2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; (3) ensure that public records which 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 the contract term if the Developer does not transfer the records to the Public Records Custodian of the District; and (4) upon completion of the contract, transfer to the District, at no cost, all public records in Developer’s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Developer, the Developer shall 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 Microsoft Word or Adobe PDF formats.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801, TELEPHONE: (407) 839-5524, FAX: (407) 839-1526, OR EMAIL: RECORDREQUEST@GMSFCFL.COM.

SECTION 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.

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

SECTION 16. FOREIGN INFLUENCE. Developer understands that under Section 286.101, *Florida Statutes*, that Developer must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

SECTION 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.

SECTION 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.

[Signatures on next page]

IN WITNESS THEREOF, the parties execute this agreement the day and year first written above.

ATTEST:

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Warren K. (Rennie) Heath, II Chairperson,
Board of Supervisors

WITNESS:

GLK REAL ESTATE, LLC
a Florida limited liability company

Print Name: _____

By: Lauren O. Schwenk
Its: Manager

SECTION VI

**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT
DISTRICT
REQUEST FOR PROPOSALS
CONSTRUCTION SERVICES FOR PROJECT IMPROVEMENTS
(CASCADES PHASE 3)
POLK COUNTY, FLORIDA**

Notice is hereby given that the Westside Haines City Community Development District (“District”) will receive proposals for the following District project:

Project construction site work for Cascades Phase 3, including offsite improvements, stormwatermanagement, utilities, roadway, entry features, and parks and amenities.

The Project Manual will be available beginning _____, _____, 2023 at 8:00 AM EST at the offices of Absolute Engineering, Inc., located at 1000 N. Ashley Drive, Suite 925, Tampa, Florida 33602 or by calling (813) 221-1516, or emailing heatherw@absoluteng.com. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal and contract documents, and construction plans and specifications.

The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District’s best interests to do so. Each proposal shall be accompanied by a proposal guarantee in the form of a proposal bond or certified cashier’s check in an amount not less than five percent (5%) of the total bid to be retained in the event the successful proposer fails to execute a contract with the District and file the requisite Performance and Payment Bonds and insurance within fourteen (14) calendar days after the receipt of the Notice of Award.

Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Engineer directed to Heather Wertz at heatherw@absoluteng.com. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District’s Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Ranking of proposals will be made on the basis of qualifications according to the evaluation criteria contained within the Project Manual; however, please note that proposals received from firms failing to meet the following minimum qualifications/requirements will not be considered or evaluated: (1) Proposer will have constructed three (3) improvements similar in quality and scope with a minimum of \$1,000,000 in total volume construction cost within the last five (5) years; (2) Proposer will have minimum bonding capacity of \$1,000,000 from a surety company acceptable to the District; (3) Proposer is authorized to do business in Florida; and (4) Proposer is registered with Polk County and is a licensed contractor in the State of Florida.

Any and all questions relative to this project shall be directed in email only to heatherw@absoluteng.com no later than **3:00 PM EST, on [REDACTED], [REDACTED], 2023.**

Firms desiring to provide services for this project must submit one (1) original and (1) electronic copy in PDF included with the submittal package of the required proposal no later than **3:00 PM EST, [REDACTED], [REDACTED], 2023,** at the offices of Absolute Engineering, Inc., located at 1000 N. Ashley Drive, Suite 925, Tampa, Florida 33602. Proposals shall be submitted in a sealed opaque package, shall bear the name of the proposer on the outside of the package and shall identify the name of the project. Proposals will be **opened at a public meeting to be held at 3:00 PM EST, [REDACTED], [REDACTED], 2023,** at the offices of Absolute Engineering, Inc., located at 1000 N. Ashley Drive, Suite 925, Tampa, Florida 33602. No official action will be taken at the meeting. Proposals received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. If held in person, there may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Manager's Office at (407) 841-5524, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Westside Haines City Community Development District

District Manager

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
EVALUATION CRITERIA

**CONSTRUCTION SERVICES FOR CASCADES PHASE 3 MASTER INFRASTRUCTURE
IMPROVEMENTS POLK COUNTY, FLORIDA**

PERSONNEL **(5 POINTS)**

E.g., geographic location of firm’s headquarters; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.

EXPERIENCE **(15 POINTS)**

E.g., past record and experience of the respondent in self performing similar projects; past performance for this District and other community development district's in other contracts; character, integrity, reputation of respondent, etc.;

UNDERSTANDING SCOPE OF WORK **(20 POINTS)**

Demonstration of the Proposer's understanding of the project requirements.

FINANCIAL CAPABILITY **(10 POINTS)**

Extent to which the proposal demonstrates the adequacy of the Proposer’s financial resources and stability as a business entity, necessary to complete the services required.

SCHEDULE **(25 POINTS)**

Demonstration of Proposer’s understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates. Consideration will be given to proposers that indicate an ability to credibly complete the project in advance of the required substantial and final completion dates without a premium cost for accelerated work.

PRICE **(25 POINTS)**

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal for completing the work. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer’s bid and the low proposer.

10 Points are allocated for the reasonableness of unit prices and balance of proposer.

TOTAL POINTS **(100 POINTS)**

SECTION VII

**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT
DISTRICT
REQUEST FOR PROPOSALS
CONSTRUCTION SERVICES FOR PROJECT IMPROVEMENTS
(BRENTWOOD PHASES 2 AND 3)
POLK COUNTY, FLORIDA**

Notice is hereby given that the Westside Haines City Community Development District (“District”) will receive proposals for the following District project:

Project construction site work for Brentwood Phases 2 and 3, including offsite improvements, stormwatermanagement, utilities, roadway, entry features, and parks and amenities.

The Project Manual will be available beginning _____, _____, 2023 at 8:00 AM EST at the offices of Absolute Engineering, Inc., located at 1000 N. Ashley Drive, Suite 925, Tampa, Florida 33602 or by calling (813) 221-1516, or emailing heatherw@absoluteng.com. Each Project Manual will include, but not be limited to, the Request for Proposals, proposal and contract documents, and construction plans and specifications.

The District reserves the right to reject any and all proposals, make modifications to the work, award the contract in whole or in part with or without cause, provide for the delivery of the project in phases, and waive minor or technical irregularities in any Proposal, as it deems appropriate, if it determines in its discretion that it is in the District’s best interests to do so. Each proposal shall be accompanied by a proposal guarantee in the form of a proposal bond or certified cashier’s check in an amount not less than five percent (5%) of the total bid to be retained in the event the successful proposer fails to execute a contract with the District and file the requisite Performance and Payment Bonds and insurance within fourteen (14) calendar days after the receipt of the Notice of Award.

Any person who wishes to protest the Project Manual, or any component thereof, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the Project Manual is made available, and shall file a formal written protest with the District within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the date of timely filing the initial notice of protest. Filing will be perfected and deemed to have occurred upon receipt by the District Engineer directed to Heather Wertz at heatherw@absoluteng.com. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object to or protest the contents of the District’s Project Manual. The formal written protest shall state with particularity the facts and law upon which the protest is based.

Ranking of proposals will be made on the basis of qualifications according to the evaluation criteria contained within the Project Manual; however, please note that proposals received from firms failing to meet the following minimum qualifications/requirements will not be considered or evaluated: (1) Proposer will have constructed three (3) improvements similar in quality and scope with a minimum of \$1,000,000 in total volume construction cost within the last five (5) years; (2) Proposer will have minimum bonding capacity of \$1,000,000 from a surety company acceptable to the District; (3) Proposer is authorized to do business in Florida; and (4) Proposer is registered with Polk County and is a licensed contractor in the State of Florida.

Any and all questions relative to this project shall be directed in email only to heatherw@absoluteng.com no later than **3:00 PM EST, on [REDACTED], [REDACTED], 2023.**

Firms desiring to provide services for this project must submit one (1) original and (1) electronic copy in PDF included with the submittal package of the required proposal no later than **3:00 PM EST, [REDACTED], [REDACTED], 2023,** at the offices of Absolute Engineering, Inc., located at 1000 N. Ashley Drive, Suite 925, Tampa, Florida 33602. Proposals shall be submitted in a sealed opaque package, shall bear the name of the proposer on the outside of the package and shall identify the name of the project. Proposals will be **opened at a public meeting to be held at 3:00 PM EST, [REDACTED], [REDACTED], 2023,** at the offices of Absolute Engineering, Inc., located at 1000 N. Ashley Drive, Suite 925, Tampa, Florida 33602. No official action will be taken at the meeting. Proposals received after the time and date stipulated above will be returned un-opened to the proposer. Any proposal not completed as specified or missing the required proposal documents as provided in the Project Manual may be disqualified.

The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. If held in person, there may be occasions when one or more Board Supervisors or staff members will participate by telephone. At the above location will be present a speaker telephone so that any Board Supervisor or staff member can attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication. The meeting may be continued in progress without additional notice to a time, date, and location stated on the record.

Any person requiring special accommodations to participate in this meeting is asked to advise the District Manager's Office at (407) 841-5524, at least 48 hours before the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Westside Haines City Community Development District

District Manager

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
EVALUATION CRITERIA

**CONSTRUCTION SERVICES FOR BRENTWOOD PHASES 2 AND 3 MASTER
INFRASTRUCTURE IMPROVEMENTS POLK COUNTY, FLORIDA**

PERSONNEL **(5 POINTS)**

E.g., geographic location of firm’s headquarters; adequacy and capabilities of key personnel, including the project manager and field supervisor; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.

EXPERIENCE **(15 POINTS)**

E.g., past record and experience of the respondent in self performing similar projects; past performance for this District and other community development district's in other contracts; character, integrity, reputation of respondent, etc.;

UNDERSTANDING SCOPE OF WORK **(20 POINTS)**

Demonstration of the Proposer's understanding of the project requirements.

FINANCIAL CAPABILITY **(10 POINTS)**

Extent to which the proposal demonstrates the adequacy of the Proposer’s financial resources and stability as a business entity, necessary to complete the services required.

SCHEDULE **(25 POINTS)**

Demonstration of Proposer’s understanding (through presentation in the proposal of a milestone schedule) of how to meet the required substantial and final completion dates. Consideration will be given to proposers that indicate an ability to credibly complete the project in advance of the required substantial and final completion dates without a premium cost for accelerated work.

PRICE **(25 POINTS)**

Points available for price will be allocated as follows:

15 Points will be awarded to the Proposer submitting the lowest cost proposal for completing the work. All other Proposers will receive a percentage of this amount based upon the difference between the Proposer’s bid and the low proposer.

10 Points are allocated for the reasonableness of unit prices and balance of proposer.

TOTAL POINTS **(100 POINTS)**

SECTION VIII

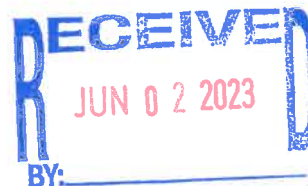
SECTION C

SECTION 1



May 22, 2023

Samantha Hoxie – Recording Secretary
Westside Haines City CDD Office
219 E. Livingston Street
Orlando, Florida 32801-1508



**RE: Westside Haines City Community Development District Registered
Voters**

Dear Ms. Hoxie,

In response to your request, there are currently **0** voters within Westside Haines City Community Development District. This number of registered voters in said District is as of **April 15, 2023**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

A handwritten signature in black ink that reads "Lori Edwards". The signature is written in a cursive, flowing style.

Lori Edwards
Supervisor of Elections
Polk County, Florida

P.O. Box 1460, Bartow, FL 33831 • Phone: (863) 534-5888

PolkElections.gov

Para asistencia en Español, por favor de llamar al (863) 534-5888