

*Westside Haines City
Community Development District*

Meeting Agenda

November 20, 2024

AGENDA

Westside Haines City

Community Development District

219 E. Livingston St., Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

November 13, 2024

Board of Supervisors Meeting 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 **Wednesday, November 20, 2024 at 9:30 AM** at the **Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida 33880.**

Zoom Video Link: <https://us06web.zoom.us/j/84591475035>

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

Meeting ID: 845 9147 5035

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 September 3, 2024 Board of Supervisors Meeting
4. Public Hearings
 - A. Public Hearing on the Adoption of Amenity Rules & Rates for the District (Brentwood Phase)
 - i. Consideration of Resolution 2025-01 Adopting Amenity Rules & Rates for the District (Brentwood Phase)
 - B. Public Hearing on the Adoption of Amenity Rules & Rates for the District (Cascades Phase)
 - i. Consideration of Resolution 2025-02 Adopting Amenity Rules & Rates for the District (Cascades Phase)
5. Consideration of Audit Services Engagement Letter for Fiscal Year 2024 Audit with McDirmit Davis
6. Presentation of Arbitrage Rebate Report for Series 2021 Assessment Area One Project Bonds from AMTEC
7. Consideration of Resolution 2025-03 Authorizing the Publication of Legal Advertisements and Public Notices on a Publicly Accessible Website in Polk County
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - i. Ratification of Work Authorization 2025-1 from Dewberry for District Engineering Services
 - C. Field Manager's Report

¹ Comments will be limited to three (3) minutes

- i. Consideration of Proposal to Remove and Replace Palm Trees in Community form Prince & Sons
- D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
 - iii. Reminder: 4 Hours of Ethics Training Must be Completed by 12/31/24
- 9. Other Business
- 10. Supervisors Requests and Audience Comments
- 11. Adjournment

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 Tuesday, **September 3, 2024**, at 9:47 a.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present and constituting a quorum:

Lauren Schwenk
Bobbie Henley
Rob Bonin
Lindsey Roden

Vice Chairperson
Assistant Secretary
Assistant Secretary
Appointed as an Assistant Secretary

Also present were:

Jill Burns
Savannah Hancock
Chace Arrington *by Zoom*
Joey Duncan *by Zoom*
Joel Blanco

District Manager, GMS
District Counsel, Kilinski Van Wyk
District Engineer, Dewberry
District Engineer, Dewberry
Field Manager, GMS

FIRST ORDER OF BUSINESS

Roll Call

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

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns noted there were no members of the public present in person nor joining via Zoom.

THIRD ORDER OF BUSINESS

Organizational Matters

A. Acceptance of Resignation of Supervisor Eric Lavoie

Ms. Burns presented Eric Lavoie's letter of resignation and asked for a motion to accept.

On MOTION by Ms. Schwenk, seconded by Ms. Henley, with all in favor, Accepting the Resignation of Supervisor Eric Lavoie was approved.

B. Consideration of Appointment to Board Seat #3

Ms. Burns stated a vacancy in Seat #3 and asked for any nominations to fill the vacancy. Lindsey Roden was nominated.

On MOTION by Ms. Henley, seconded by Ms. Schwenk, with all in favor, Appointing Lindsey Roden to Board Seat #3, was approved.

C. Administration of Oath to Newly Appointed Supervisor

Ms. Burns administered the oath to Lindsey Roden.

D. Consideration of Resolution 2024-17 Appointing an Assistant Secretary

Ms. Burns stated that the resolution would appoint Lindsey Roden as an Assistant Secretary.

On MOTION by Ms. Henley, seconded by Ms. Roden, with all in favor, Resolution 2024-17, Appointing Lindsey Roden as an Assistant Secretary, was approved.

FOURTH ORDER OF BUSINESS

**Approval of Minutes of the August 6, 2024
Board of Supervisors Meeting**

Ms. Burns presented the minutes from the August 6, 2024, Board of Supervisors meeting. She asked if there were any questions, comments, or changes. Hearing no changes from the Board, she asked for a motion to approve.

On MOTION by Ms. Henley, seconded by Ms. Schwenk, with all in favor, the Minutes of the August 6, 2024, Board of Supervisors Meeting, was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2024-18
Resetting a Public Hearing on the**

**Adoption of Amenity Rules and Rates
(Cascades Phase)**

Ms. Burns stated that Resolutions 2024-18 and 2024-19 are substantially similar in setting the public hearing on adopting Amenity Rates and Rules. One resolution was for Cascade, and one was for Brentwood. There are four amenities in this area and community. One is in Cascades, two are in Brentwood, and one is in Wynnstone. Ms. Burns indicated they were only doing Brentwood and Cascades.

Ms. Burns explained that they are separate because residents in one Phase cannot access the others. There are a set of rules for Cascades and a set for Brentwood. The rules are the same, except one of the phases has ponds and lake policies. Ms. Burns stated that the standard rule is that residents can't access the different areas. The townhome has a section, and the Cascades have theirs. Ms. Burns stated they will look at Resolution 2024-18 for Cascades. Ms. Burns adjusted the November meeting date due to Thanksgiving. The public hearing date will be on November 20, 2024, at 9:30 am. Ms. Burns asked for a motion to approve the resolution for Cascades.

On MOTION by Ms. Schwenk, seconded by Ms. Roden, with all in favor, Resolution 2024-18 Resetting a Public Hearing on the Adoption of Amenity Rules and Rates (Cascades Phase), was approved.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2024-19
Setting a Public Hearing on the Adoption
of Amenity Rules and Rates (Brentwood
Phase)**

Ms. Burns stated that the public hearing meeting for Resolution 2024-19 will be November 20, 2024 at 9:30 a.m. Ms. Burns asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Ms. Roden, with all in favor, Resolution 2024-19 Setting a Public Hearing on the Adoption of Amenity Rules and Rates (Brentwood Phase), was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Hancock stated they will get the notices of the public hearings advertised appropriately.

B. Engineer

Mr. Duncan stated there was nothing to add unless the Board had questions. Ms. Burns indicated there were no questions from the Board.

C. Field Manager's Report

Mr. Blanco stated they had done pond reviews throughout the District. He explained that minor erosion of the dry pond at Phase Two had been identified and repaired. He also stated they reviewed the ponds at Phase Three of the Cascades and Brentwood, Phase Four and Five. They remain ongoing prior to conveyance.

Mr. Blanco said landscaping reviews had been done throughout the District. The Sylvester palms were installed at the Masee Road entrance, and the landscaping beds have been detailed there. FDC Grove/Waterfront Blvd and Big Sur Rd. are at Phase Two. Mr. Blanco said they would continue to review the landscaping throughout the district to ensure it remains in satisfactory condition, trimmed, and healthy.

Mr. Blanco noted that they also reviewed the amenities. The amenity is ongoing, and the construction of the clubhouses at both Cascades and Brentwood has progressed since last month's meeting. Roof framing was completed at the time of review, and the walking trail on Phases Four and Five, Brentwood, was also reviewed. There are a few missing sods, which is something that they're still monitoring. Mr. Blanco stated that they are moving toward conveyance of that area and will continue to review those areas and update the Board as they prepare for the amenities opening procedures.

D. District Manager's Report

i. Approval of Check Register

Ms. Burns presented approval of the check register. She asked for any questions; otherwise, she noted that she was seeking a motion to approve.

On MOTION by Ms. Roden seconded by Ms. Schwenk, 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 for review. She asked if anyone had any questions. No action was necessary.

EIGHTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

NINTH ORDER OF BUSINESS

**Supervisors Requests and Audience
Comments**

Ms. Burns stated that the October Board meeting was moved from the first week of October to the fourth week of October.

TENTH ORDER OF BUSINESS

Adjournment

Ms. Burns asked for a motion to adjourn.

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| On MOTION by Ms. Schwenk, seconded by Ms. Henley, the meeting was adjourned. |
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Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

SECTION 1

RESOLUTION NO. 2025-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE WESTSIDE HAINES CITY COMMUNITY
DEVELOPMENT DISTRICT ADOPTING AMENITY RULES
AND POLICIES; A SUSPENSION AND TERMINATION
RULE; ADOPTING RATES, FEES AND CHARGES;
PROVIDING A SEVERABILITY CLAUSE; AND
PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Westside Haines City Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, which anticipates owning, operating and maintaining certain recreational amenity facilities and other improvements throughout the District specifically in the *Brentwood* development (collectively, “**Facilities**”); and

WHEREAS, Chapters 190 and 120, *Florida Statutes*, authorize the District to adopt rules, policies, rates, charges and fees to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board desires to adopt rules, policies, rates and charges regarding use of the District’s Facilities, rules relating to the suspension and/or termination of patrons’ rights to utilize the Facilities, and rates applicable to patrons’ use of the Facilities; and

WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the *Amenity Policies, Rates and Disciplinary and Enforcement Rule* (“**Facility Rule**”), which is attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application; and

WHEREAS, the Board finds that the fees and rates outlined in **Exhibit A** are just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development, ratemaking, and rule and rate adoption, including the holding of public hearings thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Facility Rule set forth in **Exhibit A**, inclusive of policies, rates and fees and disciplinary rule, are hereby adopted pursuant to this resolution as necessary for the conduct of District business and shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 20th day of November 2024.

ATTEST:

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson, Board of
Supervisors

Exhibit A: Facility Rule and Rates

EXHIBIT A

| TYPE | RATE |
|---------------------------------------|-------------------------|
| Annual User Fee | \$2,000.00 - \$4,000.00 |
| Replacement Access Card | \$25.00 |
| Returned Check/Insufficient Funds Fee | \$50.00 |
| Administrative Fee | Up to \$500.00 |

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT
DISTRICT
*BRENTWOOD***

**AMENITY POLICIES AND RATES
Adopted November 20, 2024¹**

¹ LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2024); In accordance with Chapter 190 of the Florida Statutes, and on November 20, 2024, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Westside Haines City Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services.

DEFINITIONS

“Amenities” or “Amenity Facilities”– means the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to the swimming pool, pool deck, playground, multi-purpose field(s), gym, dog park, and lakes together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies” and “Amenity Rates” – means these Amenity Policies and Rates of the Westside Haines City Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

“Amenity Manager” – means the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Amenity Rates” – means those rates and fees established by the District Board of Supervisors as provided in **Exhibit A** attached hereto.

“Access Card” – means an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

“Board of Supervisors” or “Board” – means the Board of Supervisors of the District.

“District” – means the Westside Haines City Community Development District.

“District Staff” – means the professional management company with which the District has contracted to provide management services to the District, including but not limited to: an Amenity Manager, Field Manager, Pool Attendants, Security Guards, District Manager, and District Counsel.

“Guest” – means any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities or invited for a specific time period and purpose by a Patron to use the Amenities.

“Homeowners Association” or “HOA” or “POA” – means an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

“Household” – means a residential unit or a group of individuals residing within a Patron’s home. This does not include visiting friends, guests, relatives or extended family not permanently residing in the home. Upon the District’s request, proof of residency may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

“Lakes” – shall mean those water management and control facilities within the District, including but not limited to stormwater management facilities and ponds.

“Non-Resident” – means any person who does not own property within the District.

“Non-Resident Patron” – means any person or Household not owning property in the District who paid the Annual User Fee to the District for use of all Amenity Facilities.

“Non-Resident User Fee” or “Annual User Fee” – means the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth

herein, and that amount is subject to change based on Board action. Payment of the Annual User Fee entitles the person and their Household full access to the Amenities.

“Patron” – means Residents, Non-Resident Patrons, and Renters who have been assigned Resident’s Rights and Privileges through execution of the “Assignment of Amenity Rights and Privileges” form.

“Renter” – means a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required. Renters shall have Patron rights only upon execution of the “Assignment of Amenity Rights and Privileges” form.

“Resident” – means any person or Household owning property within the District.

The words “hereof,” “herein,” “hereto,” “hereby,” “hereinafter” and “hereunder” and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, as may be applicable.
- (2) **Use at your Own Risk.** ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE AMENITY POLICIES WHICH MAY BE AMENDED FROM TIME TO TIME IN THE DISTRICT'S SOLE DISCRETION. ALL PERSONS USING THE AMENITIES ARE DEEMED TO HAVE READ AND OBTAINED A COPY, IF DESIRED, OF THE MOST RECENT POLICIES. THE DISTRICT SHALL ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY INCIDENTS, ACCIDENTS, PERSONAL INJURY, DEATH, DAMAGE TO OR LOSS OF PROPERTY ARISING FROM THE USE OF THE AMENITIES OR FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF OTHER PERSONS USING THE AMENITIES. THE DISTRICT DOES NOT PROVIDE SECURITY SERVICES OR SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., USE MAY RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND ACTIONS OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES AND PATRONS WILL BE HELD ACCOUNTABLE FOR THEIR ACTIONS. VIOLATION OF ONE OR MORE OF THE POLICIES STATED HEREIN MAY RESULT IN WARNINGS, SUSPENSION OR TERMINATION OF AMENITY PRIVILEGES. THE DISTRICT WILL PROSECUTE ILLEGAL ACTIVITY TO THE FULL FORCE OF THE LAW.
- (3) **Resident Access and Usage.** Residents are permitted to access and use the Amenities in accordance with the Policies set forth herein and are not responsible for paying the Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies operation and maintenance special assessments ("O&M Assessments") payable by property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents shall not be entitled to a refund of any O&M Assessments or debt service special assessments due to closure of the Amenities or suspension of that Resident's privileges to use the Amenities. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as **Exhibit B**, and each Household shall receive two Access Cards.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Non-Resident User Fee to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment to the District. This Non-Resident User Fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual Non-Resident User Fee shall be paid in full on the anniversary date of application. Annual Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual Non-Resident User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Household is entitled to bring four (4) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron may accompany its Guests during its Guests' use of the Amenities and in every event is responsible for all actions, omissions and negligence of such Guests, including Guests' adherence or failure to adhere,

to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's Amenity privileges. Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Household's access and usage privileges.

- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager on the "Assignment of Amenity Rights and Privileges" form attached hereto as **Exhibit C**, designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Renter's Access Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renter's and Resident's cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Access Cards.** Access Cards will be issued to each Household upon notification of the District with sufficient proof of closing on a unit within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities. A maximum of two (2) Access Cards will be issued per Household under all circumstances.

All Patrons must use the Access Card issued to their Household for entrance to the Amenity Facilities. Each Household will be issued two (2) initial Access Cards free of charge. Replacement Access Cards may be purchased in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards. Patrons are responsible for notifying the District immediately if an Access Card is lost or stolen. The lost or stolen Access Card will be immediately deactivated. Patrons are also responsible for notifying the District when they sell their home. Each Patron shall be responsible for the actions of those individuals using the Patron's Access Card unless said Access Card is reported as being lost or stolen.

GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website and/or posted at the applicable facility. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website or at the applicable facility, all outdoor Amenities are open only from dawn until dusk (unless herein otherwise noted). No Patron is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
 - (a) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued. In the case of Guests, Guests should be accompanied by a Patron possessing a valid Access Card at all times or such Guest will be subject to confirmation of right to access the Amenities by District Staff.
 - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities for its intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
 - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
 - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATVs), golf carts and other electric vehicles are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District.
 - (e) **Fireworks / Flames.** Fireworks or open flames of any kind are not permitted anywhere on District owned property or adjacent areas.
 - (f) **Skateboards, Etc.** Bicycles, scooters, skateboards or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, tot lot, and sidewalks surrounding these areas.
 - (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District owned property.
 - (h) **Firearms.** The possession and use of firearms shall be in strict accordance with Florida law.
 - (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons and Guests are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
 - (j) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
 - (k) **Bounce Houses and Other Structures.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District in writing at least a week in advance of such request. Proof of liability insurance acceptable to the District shall also be

required.

- (l) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned into the Amenity Manager for storage in the lost and found, if one is available. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons and Guests shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District Policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (p) **Courtesy.** Patrons and Guests shall treat all District Staff and their designees, other Patrons and Guests with courtesy and respect. If District Staff requests that a Patron or Guest leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity privileges.
- (q) **Profanity / Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- (r) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- (s) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (t) **Outside Vendors / Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities.
- (u) **Organized Activities.** Any organized activities taking place at the Amenity Center must first be approved by the District. This includes, but is not limited to, fitness instruction, special events, etc.

SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in Florida law, including the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property absent express permission by the District subject to the provisions herein. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming is prohibited from 30 minutes before dusk until 30 minutes after dawn pursuant to the Florida Department of Health.
- (2) **Swim at Your Own Risk.** Lifeguards are not on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Non-swimming children should have adult supervision with them and within arm's reach at all times. Persons unable to swim safely and/or without assistance must be accompanied by a capable adult at all times in and around the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device **MUST** be supervised by an adult who is in the water and within arm's length of the child. Even proficient swimmers could find themselves at risk, the District recommends Patrons and Guests not swim alone.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge, or who are experiencing diarrhea may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
- (7) **Conduct.** No cursing, offensive language or gestures, threatening language or behavior, or lewd behavior is allowed.
- (8) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (9) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (10) **Music / Audio.** Radios and other audio devices are prohibited; other than when used with headphones.
- (11) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning. This policy shall be enforced in staffed and unmonitored and unstaffed Amenities.
- (12) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them except temporarily to allow the Patron using them to enter the pool or use the restroom facilities.
- (13) **Entrances.** Pool entrances must be kept clear at all times.
- (14) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (15) **Swim Diapers.** Children under the age of three (3) years, and anyone who is not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.
- (16) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.

- (17) **Pool Closure.** In addition to local municipal, county and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool will be closed for the following reasons:
- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
 - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
 - Operational and mechanical treatments or difficulties affecting pool water quality.
 - For a reasonable period following any mishap that resulted in contamination of pool water.
 - Any other reason deemed to be in the best interests of the District as determined by District Staff.
- (18) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (19) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect at all times.
- (20) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District in writing.

MULTI-PURPOSE FIELD POLICIES

- (1) **Hours.** The Multi-Purpose Field shall be available for use from sunrise until sunset. No access will be allowed, by a Patron or any other person, before or after Multi-Purpose Field hours.
- (2) **Eligible Users.** Patrons and Guests ten (10) years of age and older are permitted to use the Multi-Purpose Field. Children under ten (10) years of age must be accompanied at all times by a guardian or adult Patron over (18) years of age during usage of the Multi-Purpose Field.
- (3) **Emergencies.** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to the District Manager, whose number is on the District's website.
- (4) **Reservations.** This facility is on a first come, first serve basis, unless reserved in accordance with the Facility Rental Policies described herein. Use of a field is limited to one (1) hour when others are waiting.
- (5) **General Policies.**
- (a) The Multi-Purpose Field is not to be used for events other than athletic events, Board approved reservations, or District sponsored events.
 - (b) Pets (other than service animals), bicycles, skates, skateboard, scooters, rollerblades and motorized vehicles of any kind are not permitted in the Multi-Purpose Field at any time.
 - (c) Alcoholic beverages, glass containers and other breakable items are prohibited.
 - (d) The use of profanity or disruptive behavior is prohibited.
 - (e) Patrons must bring their own sports equipment (e.g., soccer balls, softball bats, etc.).
 - (f) Persons using the Multi-Purpose Field must clean up all food, beverages and miscellaneous trash brought to the Multi-Purpose Field.

- (g) Use of the Multi-Purpose Field may be limited from time to time due to a District-sponsored event.

LAKES AND PONDS POLICIES

Lakes within the District primarily function as retention ponds to facilitate the District's system for treatment of stormwater runoff and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure continued operations of the Lakes while allowing limited recreational use.

- (1) Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulations of any governmental entity relating to the District Lakes.
- (2) Wading and swimming in District Lakes are prohibited.
- (3) Patrons may fish from District Lakes in designated areas only. However, the District has a "catch and release" policy for all fish caught.
- (4) Pets are not allowed in District Lakes.
- (5) Owners of property abutting the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty and safety of the property. Further, all Owners shall not make improvements on private property that negatively affect the Lakes, including causing erosion or impairments to the Lakes as a stormwater system.
- (6) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities unless properly permitted and approved by the District and other applicable governmental agencies.
- (7) No pipes, pumps or other devices used for irrigation, or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- (8) No foreign materials may be disposed of in the District Lakes, including, but not limited to tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- (9) Easements through resident backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (10) Beware of wildlife, water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may not be fed. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
- (11) Any hazardous conditions concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

SUSPENSION AND TERMINATION OF PRIVILEGES

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2024)

Effective Date: November 20, 2024

In accordance with Chapters 190 and 120 of the Florida Statutes, and on November 20, 2024 at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Westside Haines City Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the Amenities and other properties owned and managed by the District (“Amenity Center” or “Amenity Facilities”).

2. General Rule. All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Policies established for the safe operations of the District’s Amenity Facilities.

3. Access Card. Access Cards are the property of the District. The District may request surrender of, or may deactivate, an Access Card for violation of the District’s Policies established for the safe operations of the District’s Amenity Facilities.

4. Suspension and Termination of Rights. The District, through its Board of Supervisors (“Board”) and District Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Policies);
- g. Treating District Staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, Amenities or other property located on District property;
- i. Failing to reimburse the District for Amenities or property damaged by such person, or a minor for whom the person has charge, or a Guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests;

- k. Committing or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's Guest or a member of their household committing any of the above Violations.

Permanent termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

5. Suspension Procedures.

- a. ***Immediate Suspension.*** The District Manager or his or her designee has the ability to immediately remove any person from one or all Amenities or issue a suspension for up to sixty (60) days for the Violations described above, or when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's Amenities or property from damage. If, based on the nature of the offense, staff recommends a suspension longer than sixty (60) days, such suspension shall be considered at the next Board meeting. Crimes committed or allegedly committed on District property shall automatically result in an immediate suspension until the next Board meeting.
- b. ***Notice of Suspension.*** The District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

6. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

7. Property Damage Reimbursement. If damage to District property or Amenities occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

- a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, such person shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the

letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District Staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.

- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by District Staff, witnesses and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager or his/her designee shall mail a letter to the person suspended identifying the Board's determination at such hearing.

9. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstances, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

10. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all Access Cards associated with an address within the District until such time as the outstanding amounts are paid.

11. Appeal of Board Suspension. After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination

should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

12. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

13. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron, Guest or other person and any of his or her Guests or invitees and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys' fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, mediation, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorneys' fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, mediation, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any grossly negligent act by the Indemnitees.

For purposes of this section, the term "Activities" means the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District, including any use of District property or the Amenities whatsoever.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity or limited waiver of liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these Policies shall not affect the validity or enforceability of the remaining provisions, or any part of the Policies not held to be invalid or unenforceable.

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time provided that the Suspension and Termination of Access Rule and all rates, fees and charges will only be permanently changed during a public hearing and consistent with Chapter 120, Florida Statutes. The Amenity Policies may be changed by vote or consensus of the Board at a public meeting but does not require a public hearing. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

Exhibit A: Amenity Rates

Exhibit B: Amenity Access Registration Form

EXHIBIT A
AMENITY RATES

| TYPE | RATE |
|---------------------------------------|-------------------------|
| Annual User Fee | \$2,000.00 - \$4,000.00 |
| Replacement Access Card | \$25.00 |
| Returned Check/Insufficient Funds Fee | \$50.00 |
| Administrative Fee | Up to \$500.00 |

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
AMENITIES ACCESS REGISTRATION FORM**

NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

ADDITIONAL RESIDENT 1: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 2: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 3: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 4: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 5: _____ DOB IF UNDER 18 _____

ACCEPTANCE:

I acknowledge receipt of the Access Card(s) for the above-listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the Westside Haines City Community Development District ("District") for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damage caused by me, my family members and my guests and the damages resulting from the loss or theft of my or my family members' Access Card(s). It is understood that Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations, and any necessary replacement will be at an applicable replacement Access Card fee. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Amenities (as defined in the District's Amenity Policies and Rates), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

Signature of Patron (Parent or Legal Guardian if Minor)

Date

AFFIDAVIT OF RESIDENCY: (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Westside Haines City Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Signature of Patron

State of Florida

County of _____

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____,
by _____ who is [] personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Official Notary Public Signature _____

RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies** of the Westside Haines City Community Development District.

Signature of Patron

(Parent or Legal Guardian if minor)

Date

GUEST POLICY:

Please refer to the **Amenity Policies** for the most current policies regarding Guests.

PLEASE RETURN THIS FORM TO:

Westside Haines City Community Development District
c/o Governmental Management Services-CF, LLC
219 East Livingston Street
Orlando, FL 32801
Tel: (407) 841-5524

OFFICE USE ONLY:

Date Received

Date Entered in System

Staff Member Signature

PRIMARY RESIDENT:

Access Card #

ADDITIONAL INFORMATION:

Phase ____ – ____ Phase ____ – ____ Phase ____ – ____

New Construction: ____ Re-Sale: ____ Prior Owner: _____

Rental: ____ Landlord/Owner: _____

Lease Term: ____ Tenant/Renter: _____

EXHIBIT C
ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES

Instructions: All capitalized terms are as defined in the District's Amenity Policies. This form must be completed in its entirety and returned to the District Manager or District Staff, as applicable, in order for amenity access privileges to be granted to any Renter. The form must be completed and signed by all owners and co-owners of the subject property and witnessed. Signatures of agents or property managers acting on behalf of the owner will not be accepted unless accompanied by a properly executed Power of Attorney document granting specific authority to sign the owners' names for this purpose. Upon acceptance of this properly completed document, any Access Cards previously issued to the Household will be deactivated and listed Renters become eligible to apply for Access Cards for the designated lease period. A fee of \$25.00 per Access Card issued is payable by cash or check at the time a card is issued.

Agreement made this date _____ between the owners of the property located at:

(Property address) _____ ("Property")

1. Owners of the Property, by their signatures below, attest the existence of a lawful tenancy with effective dates beginning (date) _____ terminating (date) _____. If length of tenancy is month to month or of an indefinite duration, this Assignment will only be effective for a three (3) month period and after that must be renewed.
2. Owners wish to transfer the rights and privileges to the use and enjoyment of the Amenities within the District to Renters.
3. Upon this transfer, Owners acknowledge their Access Cards will be deactivated as of the date of such transfer.
4. Upon this transfer, Renters acknowledge they must obtain their Access Cards from the District and that Renters have received or have reviewed a copy of the Amenity Policies, dated [DATE] and updated from time to time, to which they agree to follow.
5. Owners acknowledge that nothing in this assignment has any effect on their responsibilities as the owners of the Property to timely pay all Westside Haines City Community Development District fees and special assessments.
6. Renters acknowledge at the end of their tenancy; their Access Cards will be deactivated as of the date their tenancy ends. In the case of a month to month tenancy or a tenancy of indefinite duration acknowledge that their Access Cards will be deactivated after three (3) months but may be renewed by a further assignment by the Owners.
7. Owners and Residents acknowledge that this document is subject to public review under Chapter 119, Florida's Public Records Laws.

ALL OWNERS MUST SIGN BELOW

| | |
|--|--|
| <div style="margin-bottom: 10px;">_____</div> <div>Owner Signature (required)</div> <div style="margin-top: 20px;">_____</div> <div>Owner Printed Name (required)</div> <div style="margin-top: 20px;">_____</div> | <div style="margin-bottom: 10px;">_____</div> <div>Witness Signature (required)</div> <div style="margin-top: 20px;">_____</div> <div>Witness Printed Name (required)</div> <div style="margin-top: 20px;">_____</div> |
|--|--|

(Additional Owners continue on separate page)

SECTION B

SECTION 1

RESOLUTION NO. 2025-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENITY RULES AND POLICIES; A SUSPENSION AND TERMINATION RULE; ADOPTING RATES, FEES AND CHARGES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Westside Haines City Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, which anticipates owning, operating and maintaining certain recreational amenity facilities and other improvements throughout the District specifically in the *Cascades* development (collectively, “**Facilities**”); and

WHEREAS, Chapters 190 and 120, *Florida Statutes*, authorize the District to adopt rules, policies, rates, charges and fees to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board desires to adopt rules, policies, rates and charges regarding use of the District’s Facilities, rules relating to the suspension and/or termination of patrons’ rights to utilize the Facilities, and rates applicable to patrons’ use of the Facilities; and

WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the *Amenity Policies, Rates and Disciplinary and Enforcement Rule* (“**Facility Rule**”), which is attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application; and

WHEREAS, the Board finds that the fees and rates outlined in **Exhibit A** are just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development, ratemaking, and rule and rate adoption, including the holding of public hearings thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Facility Rule set forth in **Exhibit A**, inclusive of policies, rates and fees and disciplinary rule, are hereby adopted pursuant to this resolution as necessary for the conduct of District business and shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 20th day of November.

ATTEST:

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson, Board of
Supervisors

Exhibit A: Facility Rule and Rates

EXHIBIT A

| TYPE | RATE |
|---------------------------------------|-------------------------|
| Annual User Fee | \$2,000.00 - \$4,000.00 |
| Replacement Access Card | \$25.00 |
| Returned Check/Insufficient Funds Fee | \$50.00 |
| Administrative Fee | Up to \$500.00 |

**WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT
DISTRICT
*CASCADES***

**AMENITY POLICIES AND RATES
Adopted November 20, 2024¹**

¹ LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2024); In accordance with Chapter 190 of the Florida Statutes, and on November 20, 2024, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Westside Haines City Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services.

DEFINITIONS

“Amenities” or “Amenity Facilities”– means the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to the swimming pool, pool deck, playground, multi-purpose field(s), gym, dog park, and lakes together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies” and “Amenity Rates” – means these Amenity Policies and Rates of the Westside Haines City Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

“Amenity Manager” – means the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Amenity Rates” – means those rates and fees established by the District Board of Supervisors as provided in **Exhibit A** attached hereto.

“Access Card” – means an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

“Board of Supervisors” or “Board” – means the Board of Supervisors of the District.

“District” – means the Westside Haines City Community Development District.

“District Staff” – means the professional management company with which the District has contracted to provide management services to the District, including but not limited to: an Amenity Manager, Field Manager, Pool Attendants, Security Guards, District Manager, and District Counsel.

“Guest” – means any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities or invited for a specific time period and purpose by a Patron to use the Amenities.

“Homeowners Association” or “HOA” or “POA” – means an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

“Household” – means a residential unit or a group of individuals residing within a Patron’s home. This does not include visiting friends, guests, relatives or extended family not permanently residing in the home. Upon the District’s request, proof of residency may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

“Lakes” – shall mean those water management and control facilities within the District, including but not limited to stormwater management facilities and ponds.

“Non-Resident” – means any person who does not own property within the District.

“Non-Resident Patron” – means any person or Household not owning property in the District who paid the Annual User Fee to the District for use of all Amenity Facilities.

“Non-Resident User Fee” or “Annual User Fee” – means the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth

herein, and that amount is subject to change based on Board action. Payment of the Annual User Fee entitles the person and their Household full access to the Amenities.

“Patron” – means Residents, Non-Resident Patrons, and Renters who have been assigned Resident’s Rights and Privileges through execution of the “Assignment of Amenity Rights and Privileges” form.

“Renter” – means a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required. Renters shall have Patron rights only upon execution of the “Assignment of Amenity Rights and Privileges” form.

“Resident” – means any person or Household owning property within the District.

The words “hereof,” “herein,” “hereto,” “hereby,” “hereinafter” and “hereunder” and variations thereof refer to the entire Amenity Policies and Rates.

All words, terms and defined terms herein importing the singular number shall, where the context requires, import the plural number and vice versa.

AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, as may be applicable.
- (2) **Use at your Own Risk.** ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE AMENITY POLICIES WHICH MAY BE AMENDED FROM TIME TO TIME IN THE DISTRICT'S SOLE DISCRETION. ALL PERSONS USING THE AMENITIES ARE DEEMED TO HAVE READ AND OBTAINED A COPY, IF DESIRED, OF THE MOST RECENT POLICIES. THE DISTRICT SHALL ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY INCIDENTS, ACCIDENTS, PERSONAL INJURY, DEATH, DAMAGE TO OR LOSS OF PROPERTY ARISING FROM THE USE OF THE AMENITIES OR FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF OTHER PERSONS USING THE AMENITIES. THE DISTRICT DOES NOT PROVIDE SECURITY SERVICES OR SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., USE MAY RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND ACTIONS OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES AND PATRONS WILL BE HELD ACCOUNTABLE FOR THEIR ACTIONS. VIOLATION OF ONE OR MORE OF THE POLICIES STATED HEREIN MAY RESULT IN WARNINGS, SUSPENSION OR TERMINATION OF AMENITY PRIVILEGES. THE DISTRICT WILL PROSECUTE ILLEGAL ACTIVITY TO THE FULL FORCE OF THE LAW.
- (3) **Resident Access and Usage.** Residents are permitted to access and use the Amenities in accordance with the Policies set forth herein and are not responsible for paying the Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies operation and maintenance special assessments ("O&M Assessments") payable by property owners within the District, in accordance with the District's annual budget and assessment resolutions adopted each fiscal year and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents shall not be entitled to a refund of any O&M Assessments or debt service special assessments due to closure of the Amenities or suspension of that Resident's privileges to use the Amenities. Residents must complete the "Amenity Access Registration Form" prior to access or use of the Amenities, attached hereto as **Exhibit B**, and each Household shall receive two Access Cards.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Non-Resident User Fee to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment to the District. This Non-Resident User Fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual Non-Resident User Fee shall be paid in full on the anniversary date of application. Annual Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual Non-Resident User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Household is entitled to bring four (4) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron may accompany its Guests during its Guests' use of the Amenities and in every event is responsible for all actions, omissions and negligence of such Guests, including Guests' adherence or failure to adhere,

to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's Amenity privileges. Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Household's access and usage privileges.

- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager on the "Assignment of Amenity Rights and Privileges" form attached hereto as **Exhibit C**, designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Renter's Access Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renter's and Resident's cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Access Cards.** Access Cards will be issued to each Household upon notification of the District with sufficient proof of closing on a unit within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities. A maximum of two (2) Access Cards will be issued per Household under all circumstances.

All Patrons must use the Access Card issued to their Household for entrance to the Amenity Facilities. Each Household will be issued two (2) initial Access Cards free of charge. Replacement Access Cards may be purchased in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards. Patrons are responsible for notifying the District immediately if an Access Card is lost or stolen. The lost or stolen Access Card will be immediately deactivated. Patrons are also responsible for notifying the District when they sell their home. Each Patron shall be responsible for the actions of those individuals using the Patron's Access Card unless said Access Card is reported as being lost or stolen.

GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website and/or posted at the applicable facility. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website or at the applicable facility, all outdoor Amenities are open only from dawn until dusk (unless herein otherwise noted). No Patron is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
 - (a) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued. In the case of Guests, Guests should be accompanied by a Patron possessing a valid Access Card at all times or such Guest will be subject to confirmation of right to access the Amenities by District Staff.
 - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities for its intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
 - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
 - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATVs), golf carts and other electric vehicles are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District.
 - (e) **Fireworks / Flames.** Fireworks or open flames of any kind are not permitted anywhere on District owned property or adjacent areas.
 - (f) **Skateboards, Etc.** Bicycles, scooters, skateboards or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, tot lot, and sidewalks surrounding these areas.
 - (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District owned property.
 - (h) **Firearms.** The possession and use of firearms shall be in strict accordance with Florida law.
 - (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons and Guests are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
 - (j) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
 - (k) **Bounce Houses and Other Structures.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District in writing at least a week in advance of such request. Proof of liability insurance acceptable to the District shall also be

required.

- (l) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned into the Amenity Manager for storage in the lost and found, if one is available. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons and Guests shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District Policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (p) **Courtesy.** Patrons and Guests shall treat all District Staff and their designees, other Patrons and Guests with courtesy and respect. If District Staff requests that a Patron or Guest leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity privileges.
- (q) **Profanity / Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- (r) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- (s) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (t) **Outside Vendors / Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities.
- (u) **Organized Activities.** Any organized activities taking place at the Amenity Center must first be approved by the District. This includes, but is not limited to, fitness instruction, special events, etc.

SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in Florida law, including the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property absent express permission by the District subject to the provisions herein. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal's work or tasks or the individual's disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal's behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual's disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming is prohibited from 30 minutes before dusk until 30 minutes after dawn pursuant to the Florida Department of Health.
- (2) **Swim at Your Own Risk.** Lifeguards are not on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Non-swimming children should have adult supervision with them and within arm's reach at all times. Persons unable to swim safely and/or without assistance must be accompanied by a capable adult at all times in and around the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device **MUST** be supervised by an adult who is in the water and within arm's length of the child. Even proficient swimmers could find themselves at risk, the District recommends Patrons and Guests not swim alone.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge, or who are experiencing diarrhea may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
- (7) **Conduct.** No cursing, offensive language or gestures, threatening language or behavior, or lewd behavior is allowed.
- (8) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (9) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (10) **Music / Audio.** Radios and other audio devices are prohibited; other than when used with headphones.
- (11) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning. This policy shall be enforced in staffed and unmonitored and unstaffed Amenities.
- (12) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them except temporarily to allow the Patron using them to enter the pool or use the restroom facilities.
- (13) **Entrances.** Pool entrances must be kept clear at all times.
- (14) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (15) **Swim Diapers.** Children under the age of three (3) years, and anyone who is not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.
- (16) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.

- (17) **Pool Closure.** In addition to local municipal, county and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool will be closed for the following reasons:
- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
 - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
 - Operational and mechanical treatments or difficulties affecting pool water quality.
 - For a reasonable period following any mishap that resulted in contamination of pool water.
 - Any other reason deemed to be in the best interests of the District as determined by District Staff.
- (18) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (19) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect at all times.
- (20) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District in writing.

MULTI-PURPOSE FIELD POLICIES

- (1) **Hours.** The Multi-Purpose Field shall be available for use from sunrise until sunset. No access will be allowed, by a Patron or any other person, before or after Multi-Purpose Field hours.
- (2) **Eligible Users.** Patrons and Guests ten (10) years of age and older are permitted to use the Multi-Purpose Field. Children under ten (10) years of age must be accompanied at all times by a guardian or adult Patron over (18) years of age during usage of the Multi-Purpose Field.
- (3) **Emergencies.** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to the District Manager, whose number is on the District's website.
- (4) **Reservations.** This facility is on a first come, first serve basis, unless reserved in accordance with the Facility Rental Policies described herein. Use of a field is limited to one (1) hour when others are waiting.
- (5) **General Policies.**
- (a) The Multi-Purpose Field is not to be used for events other than athletic events, Board approved reservations, or District sponsored events.
 - (b) Pets (other than service animals), bicycles, skates, skateboard, scooters, rollerblades and motorized vehicles of any kind are not permitted in the Multi-Purpose Field at any time.
 - (c) Alcoholic beverages, glass containers and other breakable items are prohibited.
 - (d) The use of profanity or disruptive behavior is prohibited.
 - (e) Patrons must bring their own sports equipment (e.g., soccer balls, softball bats, etc.).
 - (f) Persons using the Multi-Purpose Field must clean up all food, beverages and miscellaneous trash brought to the Multi-Purpose Field.

- (g) Use of the Multi-Purpose Field may be limited from time to time due to a District-sponsored event.

LAKES AND PONDS POLICIES

Lakes within the District primarily function as retention ponds to facilitate the District's system for treatment of stormwater runoff and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure continued operations of the Lakes while allowing limited recreational use.

- (1) Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulations of any governmental entity relating to the District Lakes.
- (2) Wading and swimming in District Lakes are prohibited.
- (3) Patrons may fish from District Lakes in designated areas only. However, the District has a "catch and release" policy for all fish caught.
- (4) Pets are not allowed in District Lakes.
- (5) Owners of property abutting the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty and safety of the property. Further, all Owners shall not make improvements on private property that negatively affect the Lakes, including causing erosion or impairments to the Lakes as a stormwater system.
- (6) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities unless properly permitted and approved by the District and other applicable governmental agencies.
- (7) No pipes, pumps or other devices used for irrigation, or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- (8) No foreign materials may be disposed of in the District Lakes, including, but not limited to tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- (9) Easements through resident backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (10) Beware of wildlife, water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may not be fed. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
- (11) Any hazardous conditions concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

SUSPENSION AND TERMINATION OF PRIVILEGES

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2024)

Effective Date: November 20, 2024

In accordance with Chapters 190 and 120 of the Florida Statutes, and on November 20, 2024 at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Westside Haines City Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the Amenities and other properties owned and managed by the District (“Amenity Center” or “Amenity Facilities”).

2. General Rule. All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Policies established for the safe operations of the District’s Amenity Facilities.

3. Access Card. Access Cards are the property of the District. The District may request surrender of, or may deactivate, an Access Card for violation of the District’s Policies established for the safe operations of the District’s Amenity Facilities.

4. Suspension and Termination of Rights. The District, through its Board of Supervisors (“Board”) and District Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Policies);
- g. Treating District Staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, Amenities or other property located on District property;
- i. Failing to reimburse the District for Amenities or property damaged by such person, or a minor for whom the person has charge, or a Guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests;

- k. Committing or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's Guest or a member of their household committing any of the above Violations.

Permanent termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

5. Suspension Procedures.

- a. ***Immediate Suspension.*** The District Manager or his or her designee has the ability to immediately remove any person from one or all Amenities or issue a suspension for up to sixty (60) days for the Violations described above, or when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's Amenities or property from damage. If, based on the nature of the offense, staff recommends a suspension longer than sixty (60) days, such suspension shall be considered at the next Board meeting. Crimes committed or allegedly committed on District property shall automatically result in an immediate suspension until the next Board meeting.
- b. ***Notice of Suspension.*** The District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

6. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

7. Property Damage Reimbursement. If damage to District property or Amenities occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

- a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, such person shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the

letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District Staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.

- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by District Staff, witnesses and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager or his/her designee shall mail a letter to the person suspended identifying the Board's determination at such hearing.

9. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstances, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

10. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all Access Cards associated with an address within the District until such time as the outstanding amounts are paid.

11. Appeal of Board Suspension. After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination

should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

12. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

13. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron, Guest or other person and any of his or her Guests or invitees and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys' fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, mediation, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorneys' fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, mediation, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any grossly negligent act by the Indemnitees.

For purposes of this section, the term "Activities" means the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District, including any use of District property or the Amenities whatsoever.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity or limited waiver of liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these Policies shall not affect the validity or enforceability of the remaining provisions, or any part of the Policies not held to be invalid or unenforceable.

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time provided that the Suspension and Termination of Access Rule and all rates, fees and charges will only be permanently changed during a public hearing and consistent with Chapter 120, Florida Statutes. The Amenity Policies may be changed by vote or consensus of the Board at a public meeting but does not require a public hearing. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

Exhibit A: Amenity Rates

Exhibit B: Amenity Access Registration Form

EXHIBIT A
AMENITY RATES

| TYPE | RATE |
|---------------------------------------|-------------------------|
| Annual User Fee | \$2,000.00 - \$4,000.00 |
| Replacement Access Card | \$25.00 |
| Returned Check/Insufficient Funds Fee | \$50.00 |
| Administrative Fee | Up to \$500.00 |

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

**WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT
AMENITIES ACCESS REGISTRATION FORM**

NAME: _____

ADDRESS: _____

HOME TELEPHONE: _____ CELL PHONE: _____

EMAIL ADDRESS: _____

ADDITIONAL RESIDENT 1: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 2: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 3: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 4: _____ DOB IF UNDER 18 _____

ADDITIONAL RESIDENT 5: _____ DOB IF UNDER 18 _____

ACCEPTANCE:

I acknowledge receipt of the Access Card(s) for the above-listed residents and that the above information is true and correct. I understand that I have willingly provided all the information requested above and that it may be used by the Westside Haines City Community Development District ("District") for various purposes. **I also understand that by providing this information that it may be accessed under public records laws.** I also understand that I am financially responsible for any damage caused by me, my family members and my guests and the damages resulting from the loss or theft of my or my family members' Access Card(s). It is understood that Access Cards are the property of the District and are non-transferable except in accordance with the District's rules, policies and/or regulations, and any necessary replacement will be at an applicable replacement Access Card fee. In consideration for the admittance of the above listed persons and their guests into the facilities owned and operated by the District, I agree to hold harmless and release the District, its supervisors, agents, officers, professional staff and employees from any and all liability for any injuries that might occur, whether such occurrence happens wholly or in part by me or my family members' or guests' fault, in conjunction with the use of any of the District's Amenities (as defined in the District's Amenity Policies and Rates), as well while on the District's property. Nothing herein shall be considered as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28 Florida Statutes or other statute.

Signature of Patron (Parent or Legal Guardian if Minor)

Date

AFFIDAVIT OF RESIDENCY: (REQUIRED IF LEGAL FORM OF PROOF OF RESIDENCY NOT PROVIDED)

I hereby state that the address listed above is the bona fide residence for all residents listed in this Amenities Access Registration Form and that such address is located within the Westside Haines City Community Development District. I acknowledge that a false statement in this affidavit may subject me to penalties for making a false statement pursuant to Section 837.06, *Florida Statutes*. I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Signature of Patron

State of Florida

County of _____

The foregoing was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 20____,
by _____ who is [] personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Official Notary Public Signature _____

RECEIPT OF DISTRICT'S AMENITY POLICIES AND RATES:

I acknowledge that I have been provided a copy of and understand the terms in the **Amenity Policies** of the Westside Haines City Community Development District.

Signature of Patron

(Parent or Legal Guardian if minor)

Date

GUEST POLICY:

Please refer to the **Amenity Policies** for the most current policies regarding Guests.

PLEASE RETURN THIS FORM TO:

Westside Haines City Community Development District
c/o Governmental Management Services-CF, LLC
219 East Livingston Street
Orlando, FL 32801
Tel: (407) 841-5524

OFFICE USE ONLY:

Date Received

Date Entered in System

Staff Member Signature

PRIMARY RESIDENT:

Access Card #

ADDITIONAL INFORMATION:

Phase ____ – ____ Phase ____ – ____ Phase ____ – ____

New Construction: ____ Re-Sale: ____ Prior Owner: _____

Rental: ____ Landlord/Owner: _____

Lease Term: ____ Tenant/Renter: _____

EXHIBIT C
ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES

WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES

Instructions: All capitalized terms are as defined in the District's Amenity Policies. This form must be completed in its entirety and returned to the District Manager or District Staff, as applicable, in order for amenity access privileges to be granted to any Renter. The form must be completed and signed by all owners and co-owners of the subject property and witnessed. Signatures of agents or property managers acting on behalf of the owner will not be accepted unless accompanied by a properly executed Power of Attorney document granting specific authority to sign the owners' names for this purpose. Upon acceptance of this properly completed document, any Access Cards previously issued to the Household will be deactivated and listed Renters become eligible to apply for Access Cards for the designated lease period. A fee of \$25.00 per Access Card issued is payable by cash or check at the time a card is issued.

Agreement made this date _____ between the owners of the property located at:

(Property address) _____ ("Property")

1. Owners of the Property, by their signatures below, attest the existence of a lawful tenancy with effective dates beginning (date) _____ terminating (date) _____. If length of tenancy is month to month or of an indefinite duration, this Assignment will only be effective for a three (3) month period and after that must be renewed.
2. Owners wish to transfer the rights and privileges to the use and enjoyment of the Amenities within the District to Renters.
3. Upon this transfer, Owners acknowledge their Access Cards will be deactivated as of the date of such transfer.
4. Upon this transfer, Renters acknowledge they must obtain their Access Cards from the District and that Renters have received or have reviewed a copy of the Amenity Policies, dated [DATE] and updated from time to time, to which they agree to follow.
5. Owners acknowledge that nothing in this assignment has any effect on their responsibilities as the owners of the Property to timely pay all Westside Haines City Community Development District fees and special assessments.
6. Renters acknowledge at the end of their tenancy; their Access Cards will be deactivated as of the date their tenancy ends. In the case of a month to month tenancy or a tenancy of indefinite duration acknowledge that their Access Cards will be deactivated after three (3) months but may be renewed by a further assignment by the Owners.
7. Owners and Residents acknowledge that this document is subject to public review under Chapter 119, Florida's Public Records Laws.

ALL OWNERS MUST SIGN BELOW

| | |
|--|--|
| <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Owner Signature (required) | <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Witness Signature (required) |
| <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Owner Printed Name (required) | <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> Witness Printed Name (required) |
| <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> | <hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> |

(Additional Owners continue on separate page)

SECTION V

September 17, 2024

Board of Supervisors
Westside Haines City Community Development District
219 East Livingston Street
Orlando, FL 32801

The following represents our understanding of the services we will provide *Westside Haines City Community Development District*.

You have requested that we audit the governmental activities, each major fund, and the aggregate remaining fund information of *Westside Haines City Community Development District*, as of September 30, 2024, and for the year then ended and the related notes, which collectively comprise *Westside Haines City Community Development District's* basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with Government Auditing Standards, will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and in accordance with *Government Auditing Standards*, and Chapter 10.550, *Rules of the Auditor General*. As part of an audit in accordance with GAAS, Government Auditing Standards, and Chapter 10.550, *Rules of the Auditor General*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and Government Auditing Standards.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of *Westside Haines City Community Development District's* compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon. The accompanying supplementary information will be presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information, which is the responsibility of management, will be subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. Our auditor's report will provide an opinion on the supplementary information in relation to the basic financial statements as a whole.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, such as drafting the financial statements, and proposing adjusting or correcting journal entries to be reviewed and approved by management, we will not assume management responsibilities on behalf of the District. However, we will provide advice and recommendations to assist management of the District in performing its responsibilities.

The District's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitoring the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards, including Government Auditing Standards
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of the preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Reporting

We will issue a written report upon completion of our audit of *Westside Haines City Community Development District's* basic financial statements. Our report will be addressed to the governing body of *Westside Haines City Community Development District*. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on the District's compliance with the requirements of Section 218.415, Florida Statutes upon completion of our audit.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

We expect to begin our audit in January 2025 and the audit reports and all corresponding reports will be issued no later than June 1, 2025.

Tamara Campbell is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising McDirmit Davis, LLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fee for these services described in this letter will be \$4,000 for the year ended September 30, 2024 (\$4,000 for September 30, 2025), inclusive of all costs and out-of-pocket expenses, unless the scope of the engagement is changed; the assistance that *Westside Haines City Community Development District* has agreed to furnish is not provided, or unexpected conditions are encountered, in which case we will discuss the situation with you before proceeding.

Our invoices for fees shall be rendered upon completion of the work, shall provide sufficient detail to demonstrate that fees charged are solely for the specified services as actually rendered and shall demonstrate compliance with the terms of this agreement.

This Agreement provides for the agreement period of one (1) year, unless terminated earlier in accordance with this Agreement. This agreement may be renewed for one additional year subject to the mutual agreement by both parties to the terms and fees for such renewal. The District agrees that Auditor may terminate this Agreement with or without cause by providing sixty (60) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Auditor agrees that the District may terminate this Agreement immediately with cause. Auditor further agrees that the District may terminate this Agreement by providing thirty (30) days' written notice of termination to Auditor. Upon any termination of this Agreement, Auditor shall be entitled to payment for all work and/or services rendered up until the effective termination date, subject to whatever claims or off-sets the District may have against Auditor.

Whenever possible, we will attempt to use *Westside Haines City Community Development District's* personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

This audit engagement letter with any addendum, if any, constitute the complete and exclusive statement of the agreement between the parties.

Public Records

Auditor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and. Accordingly, Auditor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Auditor acknowledges that the designated public records custodian for the District is Government Management Services ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Auditor 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 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 Auditor 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 Auditor'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 Auditor, Auditor 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 AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT 407-841-5524, JBURNS@GMSCFL.COM, OR AT 219 EAST LIVINGSTON ST., ORLANDO, FL 32801.

At the conclusion of our audit engagement, we will communicate to the Board of Supervisors the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of McDirmit Davis, LLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities, pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of McDirmit Davis, LLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

McDirmit Davis

McDirmit Davis, LLC
Orlando, FL

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of Westside Haines City Community Development District by:

Title: _____

SECTION VI

REBATE REPORT

\$19,810,000

Westside Haines City Community Development District

(Polk County, Florida)

Special Assessment Bonds, Series 2021

(Assessment Area One Project)

Dated: July 19, 2021

Delivered: July 19, 2021

Rebate Report to the Computation Date

July 19, 2024

Reflecting Activity To

July 19, 2024



AMTEC

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AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

September 6, 2024

Westside Haines City Community Development District
c/o Ms. Katie Costa
Director of Operations – Accounting Division
Government Management Services – CF, LLC
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Re: \$19,810,000 Westside Haines City Community Development District (Polk County, Florida),
Special Assessment Bonds, Series 2021 (Assessment Area One Project)

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the “Bonds”) at the request of the Westside Haines City Community Development District (the “District”).

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebatable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the “Code”), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebatable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebatable Arbitrage.

We have scheduled our next Report as of July 31, 2025. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Trong M. Tran
Assistant Vice President

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the July 19, 2024 Computation Date
Reflecting Activity from July 19, 2021 through July 19, 2024

| Fund Description | Taxable Inv Yield | Net Income | Rebatable Arbitrage |
|---------------------------------|--------------------------|--------------------|----------------------------|
| Acquisition & Construction Fund | 0.101659% | 6,918.63 | (234,845.99) |
| Brentwood Escrow Fund | 0.006037% | 51.74 | (30,752.93) |
| Cascades Escrow Fund | 0.006034% | 103.47 | (61,522.23) |
| Reserve Fund | 2.392203% | 64,632.76 | (25,736.45) |
| Capitalized Interest Fund | 0.005499% | 18.18 | (11,782.03) |
| Cost of Issuance Fund | 0.005987% | 0.02 | (12.04) |
| Totals | 0.575798% | \$71,724.80 | \$(364,651.67) |
| Bond Yield | 3.299846% | | |
| Rebate Computation Credits | | | (6,049.01) |
| Net Rebatable Arbitrage | | | \$(370,700.68) |

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For the purpose of computing Rebatable Arbitrage, investment activity is reflected from July 19, 2021, the delivery date of the Bonds, to July 19, 2024, the Computation Date. All nonpurpose payments and receipts are future valued to the Computation Date of July 19, 2024.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between July 19, 2021 and July 19, 2024, the District made periodic payments into the Debt Service Fund that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

DEFINITIONS

6. Computation Date

July 19, 2024.

7. Computation Period

The period beginning on July 19, 2021, the delivery date of the Bonds, and ending on July 19, 2024, the Computation Date.

8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the Issuer. If no day is selected by the Issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of issuance, or the final maturity date of the Bonds.

9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal, interest and qualified guarantee fees with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

11. Issue Price

The price determined on the basis of the initial offering price to the public at which price a substantial amount of the Bonds were sold.

12. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report and identified in the Trust Indenture was received from records provided by U.S. Bank, Trustee, as follows:

| Account Name | Account Number |
|----------------------------|-----------------------|
| Revenue | 227649000 |
| Interest | 227649001 |
| Sinking | 227649002 |
| Reserve | 227649003 |
| Prepayment | 227649004 |
| Acquisition & Construction | 227649005 |
| Cost of Issuance | 227649006 |
| Brentwood Escrow | 227649007 |
| Cascades Escrow | 227649008 |

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebatable Arbitrage as of July 19, 2024, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to July 19, 2024. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on July 19, 2024, is the Rebatable Arbitrage.

\$19,810,000
Westside Haines City Community Development District
(Polk County, Florida)
Special Assessment Bonds, Series 2021
(Assessment Area One Project)
Delivered: July 19, 2021

| |
|-------------------------|
| Sources of Funds |
|-------------------------|

| | |
|-------------------------------|------------------------|
| Par Amount | \$19,810,000.00 |
| Original Issue Premium | 441,577.50 |
| Total | \$20,251,577.50 |

| |
|----------------------|
| Uses of Funds |
|----------------------|

| | |
|--|------------------------|
| Acquisition and Construction Fund | \$ 8,673,773.02 |
| Brentwood Escrow Fund | 3,148,586.16 |
| Cascades Escrow Fund | 6,173,425.19 |
| Reserve Fund | 1,097,950.00 |
| Capitalized Interest Fund | 547,168.13 |
| Cost of Issuance Fund | 214,475.00 |
| Underwriter's Discount | 396,200.00 |
| Total | \$20,251,577.50 |

PROOF OF ARBITRAGE YIELD

\$19,810,000
 Westside Haines City Community Development District
 (Polk County, Florida)
 Special Assessment Bonds, Series 2021
 (Assessment Area One Project)

| Date | Debt Service | Present Value to 07/19/2021 @ 3.2998455200% |
|---------------|---------------|---|
| 11/01/2021 | 197,911.88 | 196,085.07 |
| 05/01/2022 | 349,256.25 | 340,415.87 |
| 11/01/2022 | 349,256.25 | 334,890.44 |
| 05/01/2023 | 749,256.25 | 706,776.15 |
| 11/01/2023 | 344,256.25 | 319,467.21 |
| 05/01/2024 | 754,256.25 | 688,583.04 |
| 11/01/2024 | 339,131.25 | 304,577.74 |
| 05/01/2025 | 764,131.25 | 675,135.99 |
| 11/01/2025 | 333,818.75 | 290,152.94 |
| 05/01/2026 | 768,818.75 | 657,405.24 |
| 11/01/2026 | 328,381.25 | 276,236.14 |
| 05/01/2027 | 773,381.25 | 640,012.90 |
| 11/01/2027 | 321,706.25 | 261,907.26 |
| 05/01/2028 | 781,706.25 | 626,072.41 |
| 11/01/2028 | 314,806.25 | 248,037.46 |
| 05/01/2029 | 789,806.25 | 612,191.71 |
| 11/01/2029 | 307,681.25 | 234,617.74 |
| 05/01/2030 | 792,681.25 | 594,636.21 |
| 11/01/2030 | 300,406.25 | 221,694.38 |
| 05/01/2031 | 10,550,406.25 | 7,659,630.97 |
| 11/01/2031 | 97,906.25 | 69,926.54 |
| 05/01/2032 | 617,906.25 | 434,157.34 |
| 11/01/2032 | 89,456.25 | 61,834.12 |
| 05/01/2033 | 624,456.25 | 424,631.75 |
| 11/01/2033 | 80,762.50 | 54,027.29 |
| 05/01/2034 | 635,762.50 | 418,399.59 |
| 11/01/2034 | 71,743.75 | 46,448.68 |
| 05/01/2035 | 641,743.75 | 408,736.94 |
| 11/01/2035 | 62,481.25 | 39,149.38 |
| 05/01/2036 | 652,481.25 | 402,194.54 |
| 11/01/2036 | 52,893.75 | 32,074.91 |
| 05/01/2037 | 662,893.75 | 395,455.80 |
| 11/01/2037 | 42,981.25 | 25,224.70 |
| 05/01/2038 | 672,981.25 | 388,546.40 |
| 11/01/2038 | 32,743.75 | 18,597.79 |
| 05/01/2039 | 682,743.75 | 381,490.34 |
| 11/01/2039 | 22,181.25 | 12,192.84 |
| 05/01/2040 | 692,181.25 | 374,310.10 |
| 11/01/2040 | 11,293.75 | 6,008.18 |
| 05/01/2041 | 706,293.75 | 369,643.41 |
| 27,364,943.13 | | 20,251,577.50 |

Proceeds Summary

| | |
|------------------------------|---------------|
| Delivery date | 07/19/2021 |
| Par Value | 19,810,000.00 |
| Premium (Discount) | 441,577.50 |
| Target for yield calculation | 20,251,577.50 |

PROOF OF ARBITRAGE YIELD

\$19,810,000
 Westside Haines City Community Development District
 (Polk County, Florida)
 Special Assessment Bonds, Series 2021
 (Assessment Area One Project)

Assumed Call/Computation Dates for Premium Bonds

| Bond Component | Maturity Date | Rate | Yield | Call Date | Call Price | Yield To Call/Maturity |
|----------------|---------------|--------|--------|------------|------------|------------------------|
| TERM04 | 05/01/2042 | 4.000% | 3.450% | 05/01/2031 | 100.000 | 3.4510901% |
| TERM04 | 05/01/2043 | 4.000% | 3.450% | 05/01/2031 | 100.000 | 3.4510901% |
| TERM04 | 05/01/2044 | 4.000% | 3.450% | 05/01/2031 | 100.000 | 3.4510901% |
| TERM04 | 05/01/2045 | 4.000% | 3.450% | 05/01/2031 | 100.000 | 3.4510901% |
| TERM04 | 05/01/2046 | 4.000% | 3.450% | 05/01/2031 | 100.000 | 3.4510901% |
| TERM04 | 05/01/2047 | 4.000% | 3.450% | 05/01/2031 | 100.000 | 3.4510901% |
| TERM04 | 05/01/2048 | 4.000% | 3.450% | 05/01/2031 | 100.000 | 3.4510901% |
| TERM04 | 05/01/2049 | 4.000% | 3.450% | 05/01/2031 | 100.000 | 3.4510901% |
| TERM04 | 05/01/2050 | 4.000% | 3.450% | 05/01/2031 | 100.000 | 3.4510901% |
| TERM04 | 05/01/2051 | 4.000% | 3.450% | 05/01/2031 | 100.000 | 3.4510901% |
| TERM04 | 05/01/2052 | 4.000% | 3.450% | 05/01/2031 | 100.000 | 3.4510901% |

Rejected Call/Computation Dates for Premium Bonds

| Bond Component | Maturity Date | Rate | Yield | Call Date | Call Price | Yield To Call/Maturity | Increase to Yield |
|----------------|---------------|--------|--------|-----------|------------|------------------------|-------------------|
| TERM04 | 05/01/2042 | 4.000% | 3.450% | | | 3.6864482% | 0.2353580% |
| TERM04 | 05/01/2043 | 4.000% | 3.450% | | | 3.6957716% | 0.2446814% |
| TERM04 | 05/01/2044 | 4.000% | 3.450% | | | 3.7042317% | 0.2531415% |
| TERM04 | 05/01/2045 | 4.000% | 3.450% | | | 3.7119376% | 0.2608474% |
| TERM04 | 05/01/2046 | 4.000% | 3.450% | | | 3.7189809% | 0.2678908% |
| TERM04 | 05/01/2047 | 4.000% | 3.450% | | | 3.7254390% | 0.2743488% |
| TERM04 | 05/01/2048 | 4.000% | 3.450% | | | 3.7313776% | 0.2802875% |
| TERM04 | 05/01/2049 | 4.000% | 3.450% | | | 3.7368532% | 0.2857631% |
| TERM04 | 05/01/2050 | 4.000% | 3.450% | | | 3.7419143% | 0.2908241% |
| TERM04 | 05/01/2051 | 4.000% | 3.450% | | | 3.7466028% | 0.2955127% |
| TERM04 | 05/01/2052 | 4.000% | 3.450% | | | 3.7509554% | 0.2998653% |

BOND DEBT SERVICE

\$19,810,000
 Westside Haines City Community Development District
 (Polk County, Florida)
 Special Assessment Bonds, Series 2021
 (Assessment Area One Project)

| Period Ending | Principal | Coupon | Interest | Debt Service | Annual Debt Service |
|------------------|-----------|--------|------------|--------------|------------------------|
| 07/19/2021 | | | | | |
| 11/01/2021 | | | 197,911.88 | 197,911.88 | |
| 05/01/2022 | | | 349,256.25 | 349,256.25 | 547,168.13 |
| 11/01/2022 | | | 349,256.25 | 349,256.25 | |
| 05/01/2023 | 400,000 | 2.500% | 349,256.25 | 749,256.25 | 1,098,512.50 |
| 11/01/2023 | | | 344,256.25 | 344,256.25 | |
| 05/01/2024 | 410,000 | 2.500% | 344,256.25 | 754,256.25 | 1,098,512.50 |
| 11/01/2024 | | | 339,131.25 | 339,131.25 | |
| 05/01/2025 | 425,000 | 2.500% | 339,131.25 | 764,131.25 | 1,103,262.50 |
| 11/01/2025 | | | 333,818.75 | 333,818.75 | |
| 05/01/2026 | 435,000 | 2.500% | 333,818.75 | 768,818.75 | 1,102,637.50 |
| 11/01/2026 | | | 328,381.25 | 328,381.25 | |
| 05/01/2027 | 445,000 | 3.000% | 328,381.25 | 773,381.25 | 1,101,762.50 |
| 11/01/2027 | | | 321,706.25 | 321,706.25 | |
| 05/01/2028 | 460,000 | 3.000% | 321,706.25 | 781,706.25 | 1,103,412.50 |
| 11/01/2028 | | | 314,806.25 | 314,806.25 | |
| 05/01/2029 | 475,000 | 3.000% | 314,806.25 | 789,806.25 | 1,104,612.50 |
| 11/01/2029 | | | 307,681.25 | 307,681.25 | |
| 05/01/2030 | 485,000 | 3.000% | 307,681.25 | 792,681.25 | 1,100,362.50 |
| 11/01/2030 | | | 300,406.25 | 300,406.25 | |
| 05/01/2031 | 500,000 | 3.000% | 300,406.25 | 800,406.25 | 1,100,812.50 |
| 11/01/2031 | | | 292,906.25 | 292,906.25 | |
| 05/01/2032 | 520,000 | 3.250% | 292,906.25 | 812,906.25 | 1,105,812.50 |
| 11/01/2032 | | | 284,456.25 | 284,456.25 | |
| 05/01/2033 | 535,000 | 3.250% | 284,456.25 | 819,456.25 | 1,103,912.50 |
| 11/01/2033 | | | 275,762.50 | 275,762.50 | |
| 05/01/2034 | 555,000 | 3.250% | 275,762.50 | 830,762.50 | 1,106,525.00 |
| 11/01/2034 | | | 266,743.75 | 266,743.75 | |
| 05/01/2035 | 570,000 | 3.250% | 266,743.75 | 836,743.75 | 1,103,487.50 |
| 11/01/2035 | | | 257,481.25 | 257,481.25 | |
| 05/01/2036 | 590,000 | 3.250% | 257,481.25 | 847,481.25 | 1,104,962.50 |
| 11/01/2036 | | | 247,893.75 | 247,893.75 | |
| 05/01/2037 | 610,000 | 3.250% | 247,893.75 | 857,893.75 | 1,105,787.50 |
| 11/01/2037 | | | 237,981.25 | 237,981.25 | |
| 05/01/2038 | 630,000 | 3.250% | 237,981.25 | 867,981.25 | 1,105,962.50 |
| 11/01/2038 | | | 227,743.75 | 227,743.75 | |
| 05/01/2039 | 650,000 | 3.250% | 227,743.75 | 877,743.75 | 1,105,487.50 |
| 11/01/2039 | | | 217,181.25 | 217,181.25 | |
| 05/01/2040 | 670,000 | 3.250% | 217,181.25 | 887,181.25 | 1,104,362.50 |
| 11/01/2040 | | | 206,293.75 | 206,293.75 | |
| 05/01/2041 | 695,000 | 3.250% | 206,293.75 | 901,293.75 | 1,107,587.50 |
| 11/01/2041 | | | 195,000.00 | 195,000.00 | |
| 05/01/2042 | 720,000 | 4.000% | 195,000.00 | 915,000.00 | 1,110,000.00 |
| 11/01/2042 | | | 180,600.00 | 180,600.00 | |
| 05/01/2043 | 750,000 | 4.000% | 180,600.00 | 930,600.00 | 1,111,200.00 |
| 11/01/2043 | | | 165,600.00 | 165,600.00 | |
| 05/01/2044 | 780,000 | 4.000% | 165,600.00 | 945,600.00 | 1,111,200.00 |
| 11/01/2044 | | | 150,000.00 | 150,000.00 | |
| 05/01/2045 | 810,000 | 4.000% | 150,000.00 | 960,000.00 | 1,110,000.00 |
| 11/01/2045 | | | 133,800.00 | 133,800.00 | |
| 05/01/2046 | 845,000 | 4.000% | 133,800.00 | 978,800.00 | 1,112,600.00 |
| 11/01/2046 | | | 116,900.00 | 116,900.00 | |
| 05/01/2047 | 880,000 | 4.000% | 116,900.00 | 996,900.00 | 1,113,800.00 |
| 11/01/2047 | | | 99,300.00 | 99,300.00 | |
| 05/01/2048 | 915,000 | 4.000% | 99,300.00 | 1,014,300.00 | 1,113,600.00 |
| 11/01/2048 | | | 81,000.00 | 81,000.00 | |
| 05/01/2049 | 955,000 | 4.000% | 81,000.00 | 1,036,000.00 | 1,117,000.00 |
| 11/01/2049 | | | 61,900.00 | 61,900.00 | |
| 05/01/2050 | 990,000 | 4.000% | 61,900.00 | 1,051,900.00 | 1,113,800.00 |

BOND DEBT SERVICE

\$19,810,000
Westside Haines City Community Development District
(Polk County, Florida)
Special Assessment Bonds, Series 2021
(Assessment Area One Project)

| Period Ending | Principal | Coupon | Interest | Debt Service | Annual Debt Service |
|------------------|------------|--------|---------------|---------------|------------------------|
| 11/01/2050 | | | 42,100.00 | 42,100.00 | |
| 05/01/2051 | 1,030,000 | 4.000% | 42,100.00 | 1,072,100.00 | 1,114,200.00 |
| 11/01/2051 | | | 21,500.00 | 21,500.00 | |
| 05/01/2052 | 1,075,000 | 4.000% | 21,500.00 | 1,096,500.00 | 1,118,000.00 |
| | 19,810,000 | | 13,950,343.13 | 33,760,343.13 | 33,760,343.13 |

\$19,810,000
Westside Haines City Community Development District
(Polk County, Florida)
Special Assessment Bonds, Series 2021
(Assessment Area One Project)
Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

| DATE | DESCRIPTION | RECEIPTS (PAYMENTS) | FUTURE VALUE @ BOND YIELD OF (3.299846%) |
|----------|-------------|------------------------|--|
| 07/19/21 | Beg Bal | -8,673,773.02 | -9,568,643.43 |
| 07/20/21 | | 761,374.20 | 839,848.58 |
| 07/20/21 | | 170,507.49 | 188,081.59 |
| 08/11/21 | | 3,368.00 | 3,708.05 |
| 08/11/21 | | 8,308.84 | 9,147.75 |
| 08/11/21 | | 16,327.46 | 17,975.97 |
| 08/11/21 | | 794.50 | 874.72 |
| 08/11/21 | | 1,665.68 | 1,833.86 |
| 08/11/21 | | 655.50 | 721.68 |
| 08/11/21 | | 1,750.00 | 1,926.69 |
| 08/11/21 | | 3,000.00 | 3,302.90 |
| 08/16/21 | | 2,820.00 | 3,103.31 |
| 08/16/21 | | 3,275.50 | 3,604.57 |
| 08/16/21 | | 14,320.00 | 15,758.66 |
| 08/16/21 | | 7,546.77 | 8,304.96 |
| 08/16/21 | | 7,159.00 | 7,878.23 |
| 08/16/21 | | 18,313.75 | 20,153.64 |
| 08/16/21 | | 6,500.00 | 7,153.02 |
| 08/18/21 | | 141.65 | 155.85 |
| 08/19/21 | | -14,800.00 | -16,282.44 |
| 09/01/21 | | 3,000.00 | 3,296.90 |
| 09/01/21 | | 6,098.92 | 6,702.50 |
| 09/01/21 | | 51.00 | 56.05 |
| 09/07/21 | | 4,520.00 | 4,964.61 |
| 09/09/21 | | 1,304.50 | 1,432.56 |
| 09/14/21 | | 12,177.31 | 13,366.63 |
| 09/14/21 | | 1,835.00 | 2,014.22 |
| 09/14/21 | | 3,000.00 | 3,293.00 |
| 09/14/21 | | 670.67 | 736.17 |
| 09/14/21 | | 2,503.48 | 2,747.99 |
| 09/14/21 | | 2,212.50 | 2,428.59 |
| 09/14/21 | | 2,750.00 | 3,018.59 |
| 09/23/21 | | 153.00 | 167.81 |
| 09/23/21 | | 268,342.65 | 294,310.03 |
| 09/27/21 | | 765.00 | 838.72 |
| 09/27/21 | | 3,000.00 | 3,289.11 |
| 10/12/21 | | 17,506.64 | 19,167.61 |
| 10/12/21 | | 350.00 | 383.21 |
| 10/12/21 | | 1,867.50 | 2,044.68 |
| 10/12/21 | | 29,250.00 | 32,025.14 |
| 10/15/21 | | 44,362.16 | 48,557.85 |
| 10/15/21 | | 9,964.00 | 10,906.38 |
| 10/25/21 | | 255.00 | 278.86 |
| 10/25/21 | | 23,852.00 | 26,084.15 |
| 10/25/21 | | 161,554.33 | 176,673.13 |
| 10/25/21 | | 97.90 | 107.06 |
| 10/25/21 | | 421,731.18 | 461,198.20 |

\$19,810,000
Westside Haines City Community Development District
(Polk County, Florida)
Special Assessment Bonds, Series 2021
(Assessment Area One Project)
Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

| DATE | DESCRIPTION | RECEIPTS (PAYMENTS) | FUTURE VALUE @ BOND YIELD OF (3.299846%) |
|----------|-------------|------------------------|--|
| 10/25/21 | | 378,102.36 | 413,486.45 |
| 10/28/21 | | 3,000.00 | 3,279.86 |
| 11/05/21 | | 44,843.00 | 48,994.99 |
| 11/05/21 | | 53,625.60 | 58,590.77 |
| 11/05/21 | | 25,763.08 | 28,148.47 |
| 11/05/21 | | 179,812.89 | 196,461.69 |
| 11/09/21 | | -6,173,503.35 | -6,742,652.95 |
| 11/09/21 | | -8.27 | -9.03 |
| 11/10/21 | | 62,156.00 | 67,880.13 |
| 11/10/21 | | 48,003.72 | 52,424.53 |
| 11/10/21 | | 50,682.08 | 55,349.55 |
| 11/10/21 | | 278,405.79 | 304,045.02 |
| 11/10/21 | | 18.50 | 20.20 |
| 11/18/21 | | 76,497.15 | 83,481.27 |
| 11/18/21 | | 8,137.00 | 8,879.90 |
| 11/18/21 | | 25,042.80 | 27,329.18 |
| 11/18/21 | | 74,952.68 | 81,795.79 |
| 11/18/21 | | 3,000.00 | 3,273.90 |
| 11/18/21 | | 25,000.00 | 27,282.48 |
| 11/19/21 | | 3,000.00 | 3,273.60 |
| 12/02/21 | | 10,441.00 | 11,379.76 |
| 12/02/21 | | 84,751.16 | 92,371.21 |
| 12/02/21 | | 41,517.32 | 45,250.18 |
| 12/02/21 | | 535.00 | 583.10 |
| 12/03/21 | | 8,459.00 | 9,218.72 |
| 12/03/21 | | 48,825.00 | 53,210.06 |
| 12/03/21 | | 54,112.50 | 58,972.44 |
| 12/03/21 | | 17.50 | 19.07 |
| 12/03/21 | | 55,337.52 | 60,307.48 |
| 12/03/21 | | 53,584.50 | 58,397.02 |
| 12/07/21 | | 3,825.00 | 4,167.01 |
| 12/21/21 | | 3,000.00 | 3,264.09 |
| 01/04/22 | | -28.35 | -30.81 |
| 01/11/22 | | 74,729.36 | 81,160.07 |
| 01/11/22 | | 4,368.33 | 4,744.24 |
| 01/11/22 | | 60,606.00 | 65,821.35 |
| 01/11/22 | | 51,453.00 | 55,880.70 |
| 01/11/22 | | 29,479.60 | 32,016.42 |
| 01/11/22 | | 34,387.09 | 37,346.21 |
| 01/11/22 | | 415,507.97 | 451,263.80 |
| 01/11/22 | | 3,420.00 | 3,714.30 |
| 01/11/22 | | 46,863.21 | 50,895.94 |
| 01/11/22 | | 136,045.81 | 147,753.00 |
| 01/11/22 | | 330,671.74 | 359,127.13 |
| 01/14/22 | | 18,586.32 | 20,180.23 |
| 01/14/22 | | 10,462.00 | 11,359.19 |
| 01/14/22 | | 3,000.00 | 3,257.27 |

\$19,810,000
Westside Haines City Community Development District
(Polk County, Florida)
Special Assessment Bonds, Series 2021
(Assessment Area One Project)
Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

| DATE | DESCRIPTION | RECEIPTS (PAYMENTS) | FUTURE VALUE @ BOND YIELD OF (3.299846%) |
|----------|-------------|------------------------|--|
| 01/14/22 | | 348,324.66 | 378,195.98 |
| 01/14/22 | | 146,509.91 | 159,074.18 |
| 01/21/22 | | 65,700.79 | 71,289.72 |
| 01/24/22 | | 4,962.50 | 5,383.17 |
| 01/24/22 | | 146,793.94 | 159,237.73 |
| 01/24/22 | | 3,000.00 | 3,254.31 |
| 02/08/22 | | 15,097.00 | 16,355.95 |
| 02/08/22 | | 108,965.76 | 118,052.48 |
| 02/08/22 | | 1,020.00 | 1,105.06 |
| 02/08/22 | | 7,127.12 | 7,721.46 |
| 02/08/22 | | 2,884.34 | 3,124.87 |
| 02/08/22 | | 6,000.00 | 6,500.34 |
| 02/08/22 | | 3,365.00 | 3,645.61 |
| 02/22/22 | | 6,536.03 | 7,072.07 |
| 02/22/22 | | 16,430.00 | 17,777.47 |
| 02/22/22 | | 2,423.00 | 2,621.72 |
| 02/22/22 | | 6,201.23 | 6,709.81 |
| 02/22/22 | | 104,566.15 | 113,141.89 |
| 02/22/22 | | 173,974.14 | 188,242.21 |
| 02/22/22 | | 4,790.00 | 5,182.84 |
| 02/22/22 | | 7,500.00 | 8,115.09 |
| 02/22/22 | | 268,024.21 | 290,005.56 |
| 02/22/22 | | 569,860.15 | 616,595.84 |
| 03/02/22 | | 18,444.00 | 19,938.50 |
| 03/02/22 | | 56,561.30 | 61,144.42 |
| 03/02/22 | | 6,000.00 | 6,486.18 |
| 03/07/22 | | 31,590.00 | 34,134.20 |
| 03/07/22 | | 11,932.67 | 12,893.70 |
| 03/07/22 | | 11,001.66 | 11,887.71 |
| 03/07/22 | | 553,377.34 | 597,945.25 |
| 03/16/22 | | 1,530.00 | 1,651.87 |
| 03/16/22 | | 17,710.00 | 19,120.68 |
| 03/16/22 | | 10,926.80 | 11,797.17 |
| 03/24/22 | | 66,876.75 | 72,151.27 |
| 03/24/22 | | 14,363.15 | 15,495.96 |
| 03/30/22 | | 31,824.00 | 34,315.21 |
| 03/30/22 | | 7,345.00 | 7,919.97 |
| 03/30/22 | | 17,333.76 | 18,690.66 |
| 03/30/22 | | 6,000.00 | 6,469.69 |
| 03/30/22 | | 829,313.39 | 894,232.82 |
| 04/13/22 | | 3,402.00 | 3,663.98 |
| 04/13/22 | | 1,860.00 | 2,003.23 |
| 04/13/22 | | 4,003.23 | 4,311.51 |
| 04/13/22 | | 34,618.00 | 37,283.84 |
| 04/18/22 | | 1,773.53 | 1,909.24 |
| 04/18/22 | | 5,548.93 | 5,973.52 |
| 04/18/22 | | 3,000.00 | 3,229.55 |

\$19,810,000
Westside Haines City Community Development District
(Polk County, Florida)
Special Assessment Bonds, Series 2021
(Assessment Area One Project)
Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

| DATE | DESCRIPTION | RECEIPTS (PAYMENTS) | FUTURE VALUE @ BOND YIELD OF (3.299846%) |
|----------|-------------|------------------------|--|
| 04/18/22 | | 219.00 | 235.76 |
| 04/18/22 | | 465,946.94 | 501,600.18 |
| 04/21/22 | | 37,832.81 | 40,716.59 |
| 04/21/22 | | 1,658.00 | 1,784.38 |
| 04/21/22 | | 6,221.00 | 6,695.19 |
| 04/21/22 | | 50,000.08 | 53,811.30 |
| 04/21/22 | | 12,951.36 | 13,938.57 |
| 04/25/22 | | 2,312,129.00 | 2,487,464.53 |
| 04/29/22 | | 3,000.00 | 3,226.33 |
| 04/29/22 | | 418,650.98 | 450,234.75 |
| 05/09/22 | | 92,597.69 | 99,492.93 |
| 05/09/22 | | 779,921.15 | 837,997.58 |
| 05/17/22 | | 56,138.06 | 60,274.50 |
| 05/17/22 | | 8,054.00 | 8,647.45 |
| 05/17/22 | | 10,794.88 | 11,590.28 |
| 05/17/22 | | 3,000.00 | 3,221.05 |
| 05/17/22 | | 949,228.54 | 1,019,170.83 |
| 05/17/22 | | 183.59 | 197.12 |
| 05/24/22 | | 3,270.00 | 3,508.71 |
| 05/24/22 | | 271.90 | 291.75 |
| 05/24/22 | | 79.95 | 85.79 |
| 05/27/22 | | 5,113.00 | 5,484.75 |
| 05/27/22 | | 19,998.24 | 21,452.26 |
| 06/01/22 | | 5,000.00 | 5,361.59 |
| 06/01/22 | | 101,509.20 | 108,850.10 |
| 06/01/22 | | 1,660.00 | 1,780.05 |
| 06/01/22 | | 3,000.00 | 3,216.95 |
| 06/08/22 | | 626,941.52 | 671,852.71 |
| 06/22/22 | | 1,000.00 | 1,070.27 |
| 06/23/22 | | 10,097.50 | 10,806.09 |
| 06/28/22 | | 3,815.00 | 4,080.86 |
| 06/28/22 | | 22,901.82 | 24,497.82 |
| 06/28/22 | | 510.00 | 545.54 |
| 06/28/22 | | 3,000.00 | 3,209.07 |
| 07/14/22 | | 104,750.19 | 111,887.21 |
| 09/20/22 | | -6,000.00 | -6,370.46 |
| 09/20/22 | | 845.18 | 897.36 |
| 10/12/22 | | 1,168.00 | 1,237.64 |
| 11/02/22 | | 510.00 | 539.43 |
| 11/02/22 | | 962.50 | 1,018.03 |
| 11/17/22 | | 718.25 | 758.66 |
| 12/14/22 | | 755.32 | 795.86 |
| 12/23/22 | | 255.00 | 268.47 |
| 12/23/22 | | 600.00 | 631.68 |
| 12/23/22 | | 133.50 | 140.55 |
| 06/02/23 | | -452,925.00 | -469,998.13 |
| 06/14/23 | | 1,750.00 | 1,813.99 |

\$19,810,000
Westside Haines City Community Development District
(Polk County, Florida)
Special Assessment Bonds, Series 2021
(Assessment Area One Project)
Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

| DATE | DESCRIPTION | RECEIPTS (PAYMENTS) | FUTURE VALUE @ BOND YIELD OF (3.299846%) |
|----------|-------------|------------------------|--|
| 06/14/23 | | 58,955.00 | 61,110.62 |
| 06/22/23 | | 78,172.75 | 80,972.13 |
| 06/28/23 | | 10,000.00 | 10,352.45 |
| 06/29/23 | | 6,175.56 | 6,392.64 |
| 06/29/23 | | 3,152.50 | 3,263.31 |
| 07/11/23 | | 445.00 | 460.14 |
| 07/17/23 | | 1,937.50 | 2,002.33 |
| 07/18/23 | | 8,813.00 | 9,107.04 |
| 07/27/23 | | 4,459.72 | 4,604.75 |
| 07/27/23 | | 30,160.85 | 31,141.66 |
| 07/27/23 | | 6,721.59 | 6,940.17 |
| 08/09/23 | | 3,617.00 | 3,730.55 |
| 08/09/23 | | 86,339.34 | 89,049.84 |
| 08/09/23 | | 5,287.50 | 5,453.49 |
| 08/31/23 | | 619.96 | 638.20 |
| 08/31/23 | | 765.00 | 787.51 |
| 09/20/23 | | 510.00 | 524.05 |
| 09/20/23 | | 28,850.00 | 29,645.00 |
| 09/28/23 | | 13,009.00 | 13,357.76 |
| 10/12/23 | | 1,123.75 | 1,152.41 |
| 10/12/23 | | 426.00 | 436.86 |
| 10/12/23 | | 5,081.48 | 5,211.07 |
| 11/07/23 | | 3,680.00 | 3,765.28 |
| 11/07/23 | | 510.00 | 521.82 |
| 11/07/23 | | 8,607.20 | 8,806.67 |
| 11/14/23 | | 117.50 | 120.15 |
| 11/14/23 | | 525.40 | 537.23 |
| 11/28/23 | | 2,623.15 | 2,678.82 |
| 12/04/23 | | 873.75 | 891.81 |
| 12/21/23 | | 71.14 | 72.50 |
| 12/21/23 | | 305.00 | 310.82 |
| 12/21/23 | | 19,535.63 | 19,908.57 |
| 12/21/23 | | 510.00 | 519.74 |
| 12/21/23 | | 3,815.00 | 3,887.83 |
| 01/18/24 | | 2,135.00 | 2,170.42 |
| 02/05/24 | | 16,250.26 | 16,494.37 |
| 02/05/24 | | 855.00 | 867.84 |
| 02/05/24 | | 426.00 | 432.40 |
| 02/05/24 | | 3,096.00 | 3,142.51 |
| 02/14/24 | | 117.50 | 119.17 |
| 02/21/24 | | 603.10 | 611.27 |
| 02/21/24 | | 895.00 | 907.12 |
| 03/08/24 | | 4,934.00 | 4,993.11 |
| 03/20/24 | | 58.50 | 59.14 |
| 04/24/24 | | -7,159.00 | -7,214.54 |
| 04/24/24 | | 8,997.32 | 9,067.12 |
| 05/08/24 | | 800.00 | 805.18 |

\$19,810,000
Westside Haines City Community Development District
(Polk County, Florida)
Special Assessment Bonds, Series 2021
(Assessment Area One Project)
Acquisition & Construction Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

| DATE | DESCRIPTION | RECEIPTS (PAYMENTS) | FUTURE VALUE @ BOND YIELD OF (3.299846%) |
|----------|-------------|------------------------|--|
| 05/28/24 | | 4,960.15 | 4,983.20 |
| 06/21/24 | | 350.00 | 350.89 |
| 07/02/24 | | 1,320.75 | 1,322.79 |
| 07/19/24 | Bal | 22,897.65 | 22,897.65 |
| 07/19/24 | Acc | 56.87 | 56.87 |
| ----- | | | |
| 07/19/24 | TOTALS: | 6,918.63 | -234,845.99 |
| ----- | | | |

| | | | |
|-------------|-----------|----------------------|-------------|
| ISSUE DATE: | 07/19/21 | REBATABLE ARBITRAGE: | -234,845.99 |
| COMP DATE: | 07/19/24 | NET INCOME: | 6,918.63 |
| BOND YIELD: | 3.299846% | TAX INV YIELD: | 0.101659% |

\$19,810,000
Westside Haines City Community Development District
(Polk County, Florida)
Special Assessment Bonds, Series 2021
(Assessment Area One Project)
Brentwood Escrow Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

| DATE | DESCRIPTION | RECEIPTS (PAYMENTS) | FUTURE VALUE @ BOND YIELD OF (3.299846%) |
|----------|-------------|------------------------|--|
| 07/19/21 | 7/19/2021 | -3,148,586.16 | -3,473,424.79 |
| 10/27/21 | 10/29/2021 | 3,148,624.47 | 3,442,657.27 |
| 01/04/22 | 1/4/2022 | 13.43 | 14.59 |
| ----- | | | |
| 07/19/24 | TOTALS: | 51.74 | -30,752.93 |
| ----- | | | |

| | | | |
|-------------|-----------|----------------------|------------|
| ISSUE DATE: | 07/19/21 | REBATABLE ARBITRAGE: | -30,752.93 |
| COMP DATE: | 07/19/24 | NET INCOME: | 51.74 |
| BOND YIELD: | 3.299846% | TAX INV YIELD: | 0.006037% |

\$19,810,000
 Westside Haines City Community Development District
 (Polk County, Florida)
 Special Assessment Bonds, Series 2021
 (Assessment Area One Project)
 Cascades Escrow Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

| DATE | DESCRIPTION | RECEIPTS (PAYMENTS) | FUTURE VALUE @ BOND YIELD OF (3.299846%) |
|----------|-------------|------------------------|--|
| 07/19/21 | 7/19/2021 | -6,173,425.19 | -6,810,335.50 |
| 10/29/21 | 10/29/2021 | 6,173,500.31 | 6,748,782.46 |
| 01/04/22 | 1/4/2022 | 28.35 | 30.81 |
| ----- | | | |
| 07/19/24 | TOTALS: | 103.47 | -61,522.23 |
| ----- | | | |

| | | | |
|-------------|-----------|----------------------|------------|
| ISSUE DATE: | 07/19/21 | REBATABLE ARBITRAGE: | -61,522.23 |
| COMP DATE: | 07/19/24 | NET INCOME: | 103.47 |
| BOND YIELD: | 3.299846% | TAX INV YIELD: | 0.006034% |

\$19,810,000
Westside Haines City Community Development District
(Polk County, Florida)
Special Assessment Bonds, Series 2021
(Assessment Area One Project)
Reserve Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

| DATE | DESCRIPTION | RECEIPTS (PAYMENTS) | FUTURE VALUE @ BOND YIELD OF (3.299846%) |
|----------|-------------|------------------------|--|
| 07/19/21 | Beg Bal | -1,097,950.00 | -1,211,225.15 |
| 08/03/21 | | 2.34 | 2.58 |
| 09/02/21 | | 5.65 | 6.21 |
| 10/04/21 | | 5.40 | 5.92 |
| 11/02/21 | | 5.58 | 6.10 |
| 12/02/21 | | 5.43 | 5.92 |
| 12/29/21 | | -0.11 | -0.12 |
| 12/30/21 | | 0.11 | 0.12 |
| 01/04/22 | | 5.58 | 6.06 |
| 02/02/22 | | 5.58 | 6.05 |
| 03/02/22 | | 5.04 | 5.45 |
| 04/04/22 | | 5.64 | 6.08 |
| 05/03/22 | | 5.40 | 5.81 |
| 06/02/22 | | 276.77 | 296.76 |
| 07/05/22 | | 632.02 | 675.63 |
| 08/02/22 | | 1,103.43 | 1,176.68 |
| 09/02/22 | | 1,662.19 | 1,767.71 |
| 10/04/22 | | 1,898.80 | 2,013.47 |
| 11/02/22 | | 2,486.99 | 2,630.48 |
| 12/02/22 | | 3,030.84 | 3,196.98 |
| 01/04/23 | | 3,424.19 | 3,601.40 |
| 02/02/23 | | 3,645.91 | 3,824.84 |
| 03/02/23 | | 3,494.57 | 3,656.09 |
| 04/04/23 | | 3,950.22 | 4,120.80 |
| 05/02/23 | | 3,989.01 | 4,150.68 |
| 06/02/23 | | 4,339.60 | 4,503.18 |
| 06/02/23 | | 452,925.00 | 469,998.13 |
| 06/02/23 | | 96,050.00 | 99,670.63 |
| 07/05/23 | | 2,194.34 | 2,270.23 |
| 08/02/23 | | 2,218.92 | 2,290.04 |
| 09/05/23 | | 2,303.91 | 2,370.63 |
| 10/03/23 | | 2,231.05 | 2,289.82 |
| 11/02/23 | | 2,309.95 | 2,364.56 |
| 12/04/23 | | 2,240.66 | 2,286.97 |
| 12/22/23 | | 0.54 | 0.55 |
| 01/03/24 | | 2,314.62 | 2,356.23 |
| 02/02/24 | | 2,303.48 | 2,338.72 |
| 03/04/24 | | 2,145.88 | 2,172.38 |
| 03/22/24 | | 0.02 | 0.02 |
| 04/02/24 | | 2,289.07 | 2,311.45 |
| 05/02/24 | | 2,210.44 | 2,225.97 |
| 06/04/24 | | 2,285.21 | 2,294.58 |
| 07/02/24 | | 2,210.84 | 2,214.26 |

\$19,810,000
 Westside Haines City Community Development District
 (Polk County, Florida)
 Special Assessment Bonds, Series 2021
 (Assessment Area One Project)
 Reserve Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

| DATE | DESCRIPTION | RECEIPTS (PAYMENTS) | FUTURE VALUE @ BOND YIELD OF (3.299846%) |
|-------------|-------------|------------------------|--|
| 07/19/24 | Bal | 548,975.00 | 548,975.00 |
| 07/19/24 | Acc | 1,387.65 | 1,387.65 |
| ----- | | | |
| 07/19/24 | TOTALS: | 64,632.76 | -25,736.45 |
| ----- | | | |
| ISSUE DATE: | 07/19/21 | REBATABLE ARBITRAGE: | -25,736.45 |
| COMP DATE: | 07/19/24 | NET INCOME: | 64,632.76 |
| BOND YIELD: | 3.299846% | TAX INV YIELD: | 2.392203% |

\$19,810,000
Westside Haines City Community Development District
(Polk County, Florida)
Special Assessment Bonds, Series 2021
(Assessment Area One Project)
Capitalized Interest Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

| DATE | DESCRIPTION | RECEIPTS (PAYMENTS) | FUTURE VALUE @ BOND YIELD OF (3.299846%) |
|----------|-------------|------------------------|--|
| 07/19/21 | Beg Bal | -547,168.13 | -603,619.29 |
| 08/03/21 | | 1.17 | 1.29 |
| 09/02/21 | | 2.80 | 3.08 |
| 10/04/21 | | 2.69 | 2.95 |
| 11/01/21 | | 197,911.88 | 216,315.11 |
| 11/02/21 | | 2.78 | 3.04 |
| 12/02/21 | | 1.73 | 1.89 |
| 12/29/21 | | 0.03 | 0.03 |
| 12/30/21 | | -0.03 | -0.03 |
| 01/04/22 | | 1.78 | 1.93 |
| 02/02/22 | | 1.78 | 1.93 |
| 03/02/22 | | 1.60 | 1.73 |
| 04/04/22 | | 1.79 | 1.93 |
| 04/12/22 | | -0.02 | -0.02 |
| 05/02/22 | | 349,256.25 | 375,502.33 |
| 06/02/22 | | 0.06 | 0.06 |
| 11/01/22 | | -349,256.23 | -369,440.96 |
| 11/01/22 | | 349,256.25 | 369,440.98 |
| ----- | | | |
| 07/19/24 | TOTALS: | 18.18 | -11,782.03 |
| ----- | | | |

| | | | |
|-------------|-----------|----------------------|------------|
| ISSUE DATE: | 07/19/21 | REBATABLE ARBITRAGE: | -11,782.03 |
| COMP DATE: | 07/19/24 | NET INCOME: | 18.18 |
| BOND YIELD: | 3.299846% | TAX INV YIELD: | 0.005499% |

\$19,810,000
Westside Haines City Community Development District
(Polk County, Florida)
Special Assessment Bonds, Series 2021
(Assessment Area One Project)
Cost of Issuance Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

| DATE | DESCRIPTION | RECEIPTS (PAYMENTS) | FUTURE VALUE @ BOND YIELD OF (3.299846%) |
|----------|-------------|------------------------|--|
| 07/19/21 | Beg Bal | -214,475.00 | -236,602.32 |
| 07/19/21 | | 63,000.00 | 69,499.69 |
| 07/19/21 | | 30,000.00 | 33,095.09 |
| 07/19/21 | | 1,750.00 | 1,930.55 |
| 07/19/21 | | 6,000.00 | 6,619.02 |
| 07/19/21 | | 54,000.00 | 59,571.16 |
| 07/20/21 | | 45,000.00 | 49,638.12 |
| 07/21/21 | | 9,000.00 | 9,926.72 |
| 07/29/21 | | 5,725.00 | 6,309.91 |
| 04/12/22 | | 0.02 | 0.02 |
| ----- | | | |
| 07/19/24 | TOTALS: | 0.02 | -12.04 |
| ----- | | | |

| | | | |
|-------------|-----------|----------------------|-----------|
| ISSUE DATE: | 07/19/21 | REBATABLE ARBITRAGE: | -12.04 |
| COMP DATE: | 07/19/24 | NET INCOME: | 0.02 |
| BOND YIELD: | 3.299846% | TAX INV YIELD: | 0.005987% |

\$19,810,000
Westside Haines City Community Development District
(Polk County, Florida)
Special Assessment Bonds, Series 2021
(Assessment Area One Project)
Rebate Computation Credits

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

| DATE | DESCRIPTION | RECEIPTS (PAYMENTS) | FUTURE VALUE @ BOND YIELD OF (3.299846%) |
|----------|-------------|------------------------|--|
| 07/19/22 | | -1,830.00 | -1,953.80 |
| 07/19/23 | | -1,960.00 | -2,025.21 |
| 07/19/24 | | -2,070.00 | -2,070.00 |
| ----- | | | |
| 07/19/24 | TOTALS: | -5,860.00 | -6,049.01 |
| ----- | | | |

ISSUE DATE: 07/19/21 REBATABLE ARBITRAGE: -6,049.01
COMP DATE: 07/19/24
BOND YIELD: 3.299846%

SECTION VII

RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WESTSIDE HAINES CITY COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE PUBLICATION OF LEGAL ADVERTISEMENTS AND PUBLIC NOTICES ON A PUBLICALLY ACCESSABLE WEBSITE; GRANTING THE AUTHORITY TO EXECUTE A PARTICIPATION AGREEMENT WITH POLK COUNTY; APPROVING THE FORM OF GOVERNMENT AGENCY ORDER; PROVIDING FOR NOTICE OF THE USE OF PUBLICALLY ACCESSABLE WEBSITE; AUTHORIZING THE DISTRICT MANAGER TO TAKE ALL ACTIONS NECESSARY TO COMPLY WITH CHAPTER 50, FLORIDA STATUTES AND POLK COUNTY ORDINANCE 2024-041 AND IMPLIMENTING RESOLUTIONS; PROVIDING FOR CONFLICTING PROVISIONS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Westside Haines City Community Development District (“**District**”) is a local unit of special purpose government¹ created and existing pursuant to Chapter 190, Florida Statutes, and situated within Polk County, Florida; and

WHEREAS, the District is a political subdivision of the State of Florida and a “governmental agency” as that term is defined in Section 1.01(8) and Section 50.0311, Florida Statutes; and

WHEREAS, Chapter 50, Florida Statutes, provides that a governmental agency may publish certain statutorily required legal advertisements, publications and notices on a Publicly Accessible Website, as defined below, if the cost of publication is less than the cost of publication in a newspaper; and

WHEREAS, the District Board of Supervisors has determined that the cost of publication of legally required advertisements and public notices on the Polk County Publicly Accessible Website is less than the cost of publishing advertisements and public notices in a newspaper; and

WHEREAS, Polk County, Florida has adopted Ordinance 2024-041 and Resolutions 24-124 and 24-125 (“County Regulations”), designating the Publicly Accessible Website of URL <http://polkcounty.column.us/search> (“Publicly Accessible Website”) for the publication of Legal Notices and Advertisements, such Ordinance and Resolutions are hereby adopted by this reference as if fully set forth herein; and

¹ Section 190.003(6), FS

WHEREAS, Polk County Resolution 2024-124 also designates the Publicly Accessible Website for the use of governmental agencies within Polk County; and

WHEREAS, the District desires to publish all legal advertisements and public notices on the Publicly Accessible Website to the extent authorized by law; and

WHEREAS, the District's Board of Supervisors finds that granting to the District Manager and the Chairman the Authority to enter into the Participation Agreement and the Government Agency Order in the substantial form as set forth in Composite Exhibit A, attached hereto and incorporated by this reference, is in the best interests of the District.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE WESTSIDE HAINES CITY
COMMUNITY DEVELOPMENT DISTRICT:**

1. INCORPORATION OF RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. AUTHORIZATION. The District hereby authorizes the use of the Publicly Accessible Website, as allowed by law, to be used for the publication of legal advertisements and public notices.

3. DELEGATION OF AUTHORITY. The District Manager and the Chairman are hereby authorized to sign, accept or execute a Participation Agreement and Government Agency Order in substantially the form attached hereto as Composite Exhibit A.

4. PUBLICATION OF NOTICE AND REGISTRY. The District Manager shall cause notice of the use of the Publicly Accessible Website for legal advertisements and public notices to be published annually in a newspaper of general circulation within the jurisdiction of the District and to maintain a registry of property owners and residents as set forth in Section 50.0311(6), Florida Statutes.

5. AUTHORIZATION. The District Manager is hereby authorized to take all actions necessary to provide for the implementation of this Resolution and comply with the specific requirements of Section 50.0311 and the County Regulations.

6. CONFLICTING PROVISIONS. All District Rules, Policies or Resolutions in conflict with this Resolution are hereby suspended.

7. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

8. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 13TH DAY OF NOVEMBER 2024.

**WESTSIDE HAINES CITY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/ Assistant Secretary

Print Name: _____

Chair/ Vice Chair

Print Name: _____

Composite Exhibit A

Governmental Agency Order

D-R Media and Investments, LLC Publicly Accessible Website Agreement

This Order is between County/[Governmental Agency] ("County")/("Governmental Agency") and D-R Media and Investments, LLC ("Contractor" or "D-R Media") pursuant to Contractor's Agreement with Polk County. Contractor affirms that the representations and warranties in the Agreement are true and correct as of the date this Order is executed by Contractor. In the event of any inconsistency between this Order and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided pursuant to this Order:

[COMPOSE SIMPLE SUMMARY INCLUDING GO-LIVE DATE]

The time period for this Order, unless otherwise extended or terminated by either party, is as follows:

Contractor shall provide notices on the Publicly Accessible Website at no charge to the County/Governmental Agency as provided in the Agreement.

Additional Terms:

- a. **Form of Notice.** County/Governmental Agency shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Notices published on the Website. County/Governmental Agency shall be solely responsible for compliance with the Notice Requirements.
- b. **Sovereign Immunity.** Nothing contained in this Agreement shall be deemed a waiver, expressed or implied, of the County/Governmental Agency's sovereign immunity or an increase in the limits of liability pursuant to Section 768.28, Florida Statutes, regardless of whether any such obligations are based in tort, contract, statute, strict

liability, negligence, product liability or otherwise nor shall anything included herein be construed as consent by County/Governmental Agency to be sued by a third party in any matter arising out of this Order.

c. Notices. Parties shall ensure any Notices are provided in accordance with the "Notices" section of the Agreement at the address for Contractor listed in the Agreement and the address for County/Governmental Agency listed in the Participation Agreement.

d. Public Records. The provisions of Section 119.0701 are hereby incorporated as if fully set forth herein. Governmental Agency's public records custodian is as follows:

Warranties and Disclaimer.

a. Each person signing this Order, represents and warrants that they are duly authorized and have legal capacity to execute and bind the respective party to the terms and conditions of this Order. Each party represents and warrants to the other that the execution and delivery of the Order and the performance of such Party's obligations thereunder have been duly authorized and that this Order is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

b. D-R Media warrants that the Services will perform substantially in accordance with the Agreement, documentation, and marketing proposals, and free of any material defect. D-R Media warrants to the Governmental Agency that, upon notice given to D-R Media of any defect in design or fault or improper workmanship, D-R Media shall remedy any such defect. D-R Media makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than D-R Media, even in a situation where D-R Media approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by D-R Media.

c. EXCEPT FOR THE EXPRESS WARRANTIES IN THE AGREEMENT AND THIS ORDER, D-R MEDIA HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

d. EACH PROVISION OF THIS ORDER THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS ORDER BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY D-R MEDIA TO GOVERNMENTAL AGENCY AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS ORDER.

Ownership and Content Responsibility.

a. Upon completion of the Initial Implementation and go-live date, County/Governmental Agency shall assume full responsibility for County/Governmental Agency Content maintenance and administration. County/Governmental Agency, not D- R Media, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Governmental Agency Content.

b. At any time during the term of the applicable Order, County/Governmental Agency shall have the ability to download the County/Governmental Agency Content and export the County/Governmental Agency data through the Services.

Responsibilities of the Parties.

a. D-R Media will not be liable for any failure of performance that is caused by or the result of any act or omission by Governmental Agency or any entity employed/contracted on the Governmental Agency's behalf.

b. County/Governmental Agency shall be responsible for all activity that occurs under County/Governmental Agency's accounts by or on behalf of County/Governmental Agency. County/Governmental Agency agrees to (a) be solely responsible for all designated and authorized individuals chosen by Governmental Agency ("User") activity, which must be in accordance with this Order; (b) be solely responsible for County/Governmental Agency content and data; (c) obtain and maintain during the term

all necessary consents, agreements and approvals from end-users, individuals, or any other third parties for all actual or intended uses of information, data, or other content County/Governmental Agency will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify D-R Media promptly of any known unauthorized access or use of the foregoing; and (e) use the Services only in accordance with applicable laws and regulations.

c. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or D-R Media Property.

d. In the event of a security breach at the sole fault of the negligence, malicious actions, omissions, or misconduct of D-R Media, D-R Media, as the data custodian, shall comply will all remediation efforts as required by applicable federal and state law.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Order,
effective as of the date the last party signs this Order.

GOVERNMENTAL AGENCY NAME

ATTEST:

By: _____
GOVERNMENTAL AGENCY NAME/TITLE

CITY CLERK

Print Name
____ day of _____, 20__

Contractor

Signature

Print/Type Name

Title

**Form Participation Agreement for Publication of Legal Notices on County Designated
Publicly Accessible Website**

This Form Participation Agreement ("Participation Agreement") is made and entered into by and between Polk County, a political subdivision of the State of Florida ("County"), and _____, a local government existing under the laws of the State of Florida ("Local Government") (each a "Party," and collectively the "Parties").

RECITALS

- A. During the 2022 legislative session, the Florida Legislature enacted House Bill 7049, which created Section 50.0311, Florida Statutes.
- B. Effective January 1, 2023, Section 50.0311, Florida Statutes, authorizes a local governmental agency to publish legal notices under specified conditions on a publicly accessible website, owned or designated by the applicable county, instead of in a print newspaper.
- C. Local Government represents that it is a governmental agency as defined in Section 50.0311, Florida Statutes. Local Government desires to utilize County's designated publicly accessible website for certain required notices and advertisements.
- D. Pursuant to Section 50.0311, Florida Statutes, County designated the website operated by D-R Media ("Website") as County's publicly accessible website for publication of notices and advertisements ("Publications").

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. Recitals. The truth and accuracy of each clause set forth above is acknowledged by the Parties.
- 2. Designation of Website. County has entered into an agreement with Website ("Website Contract") for Publications. County may at any time, upon at least ninety (90) days prior to written notice to Local Government in accordance with the Notices section of this

Participation Agreement, designate a different entity as County's publicly accessible website pursuant to Section 50.0311, Florida Statutes. Parties shall consider any such new designation as automatically effective upon the date stated in County's notice without the need for an amendment to this Participation Agreement, and upon the effective date the new website shall be the "Website" for purposes of this Participation Agreement.

3. Utilization of Website. Local Government may utilize the Website for its Publications if and to the extent it elects to do so. Nothing in this Participation Agreement obligates Local Government to utilize the Website for any Publication. However, any utilization of Website by Local Government for Publications pursuant to Section 50.0311, Florida Statutes, shall be obtained exclusively through the Website Contract and not through any other contract or procurement method. Local Government agrees that no other website is County's designated publicly accessible website, and Local Government agrees it may not take any action to challenge or otherwise attempt to disqualify the designation of Website (or any substitute website pursuant to Section 2 above) as the properly designated website of County pursuant to Section 50.0311, Florida Statutes.

4. Term. The term of this Participation Agreement shall commence upon the date it is fully executed by the Parties ("Effective Date") and shall continue until terminated by either Party as otherwise provided herein.

5. Compliance with Notice Requirements. For the duration of this Participation Agreement, Local Government shall comply with all applicable requirements, obligations, duties, and procedures set forth in Chapter 50, Florida Statutes ("Notice Requirements"), as may be amended from time to time, relating to any Publications published on the Website. County shall have no responsibility for ensuring that Local Government, the Website, or the Publications comply with the Notice Requirements or any other applicable law, rule, or regulation.

6. County Actions are Ministerial. Local Government acknowledges that any and all Publications of Local Government are prepared by Local Government and not by County. Local Government shall construe any and all actions of County in conjunction with, or

relating to, the designation of the Website for use by Local Government as, purely ministerial acts.

7. Costs and Payment. Local Government shall be solely responsible for the timely payment of all fees and costs associated with its Publications and use of the Website. Local Government shall utilize the Website Contract to obtain from Website any applicable services Local Government requires relating to Publications and shall pay Website directly for all such services provided in connection with Publications. Additionally, Local Government shall be solely responsible for payment of any and all mailing costs or other costs associated with the Publications or otherwise incurred relating to the Publications pursuant to Chapter 50, Florida Statutes, including without limitation Section 50.0311(6), Florida Statutes. County shall not be responsible for any fees or costs associated with: (a) use of the Website by Local Government; (b) any Publication; or (c) compliance with Chapter 50, Florida Statutes. Local Government recognizes and agrees that if Local Government fails to timely pay Website, then Website may terminate Local Government's access to the Website, and County shall have no liability to Local Government for such termination or lack of access, or any subsequent costs which Local Government might incur due to such termination or lack of access. Likewise, Local Government acknowledges that County has no control over payment processing services.

8. Sovereign Immunity. Except to the extent sovereign immunity may be deemed waived by entering into this Participation Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by either Party nor shall anything included herein be construed as consent by either Party to be sued by a third party in any matter arising out of this Participation Agreement.

9. Indemnification. Local Government shall indemnify and hold harmless County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Participation Agreement, and caused

or alleged to be caused, in whole or in part, by any breach of this Participation Agreement by Local Government, or any intentional, reckless, or negligent act or omission of Local Government, its officers, employees, or agents, arising from, relating to, or in connection with this Participation Agreement or any Publication. The obligations of this section shall survive the expiration or earlier termination of this Participation Agreement.

10. Termination.

10.1. Termination without cause. Either Party may terminate this Participation Agreement without cause upon at least ninety (90) days' prior written notice to the other Party.

10.2. Termination with cause. If the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach, then the aggrieved Party may terminate this Participation Agreement for cause.

10.3. Automatic Termination. If the publication of electronic notices is determined to be illegal by a court of competent jurisdiction, or if the Florida Legislature modifies Florida law to prohibit utilization of County's designated publicly accessible website for Publications, then this Participation Agreement will be deemed automatically terminated upon such finding becoming final or such law becoming effective, as applicable.

11. Notices. In order for a notice to a Party to be effective under this Participation Agreement, notice must be sent via U.S. first-class mail, with a contemporaneous copy sent via e-mail, to the addresses listed below and shall be effective upon mailing. The addresses for notice shall remain as set forth herein unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

County Manager

Polk County Board of County Commissioners

P.O. Box 9005

Bartow, Florida 33830

With a copy to:

County Attorney

Polk County Board of County Commissioners

P.O. Box 9005, Drawer AT01 Bartow,

Florida 33830

FOR LOCAL GOVERNMENT:

Email address: _____

12. Prior Agreements. Parties shall consider this Participation Agreement as representing the final and complete understanding of the subject matter of this Participation Agreement and supersedes all prior and contemporaneous negotiations and discussions regarding same. All commitments, agreements, and understandings of the Parties concerning the subject matter of this Participation Agreement are contained herein.

13. Assignment. Neither this Participation Agreement nor any term or provision hereof or right hereunder may be assignable by either Party without the prior written consent of the other Party. Any assignment, transfer, encumbrance, or subcontract in violation of this section shall be void and ineffective.

14. Interpretation. The headings contained in this Participation Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Participation Agreement. All personal pronouns used in this Participation Agreement shall include any other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein" refer to this Participation Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Participation Agreement, such reference is to the section or article as a whole, including all of

the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article.

15. Third-Party Beneficiaries. Neither Local Government nor County intends to directly or substantially benefit a third party by this Participation Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Participation Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Participation Agreement.

16. Law. Jurisdiction. Venue. Waiver of Jury Trial. This Participation Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Participation Agreement shall be in the state courts of the Tenth Judicial Circuit in and for Polk County, Florida. If any claim arising from, related to, or in connection with this Participation Agreement must be litigated in federal court, then the exclusive venue for any such lawsuit shall be in the United States District Court, or the United States Bankruptcy Court, for the Middle District of Florida. EACH PARTY EXPRESSLY, VOLUNTARILY, INTENTIONALLY, IRREVOCABLY, AND KNOWINGLY WAIVES ANY RIGHTS IT MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS PARTICIPATION AGREEMENT.

17. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Participation Agreement and executed on behalf of County and Local Government, respectively, by persons authorized to execute same on their behalf.

18. Representation of Authority. Each individual executing this Participation Agreement on behalf of a Party represents and warrants that they are, on the date they sign this Participation Agreement, duly authorized by all necessary and appropriate action to execute this Participation Agreement on behalf of such Party and that they do so with full legal authority.

19. Counterparts and Multiple Originals. This Participation Agreement may be executed in multiple originals, and may be executed in counterparts, whether signed

physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Participation Agreement.

20. Materiality and Waiver or Breach. Each requirement, duty, and obligation set forth herein was bargained for at arm's-length. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Participation Agreement, and each is, therefore, a material term. Any Party's failure to enforce any provision of this Participation Agreement shall not be deemed a waiver of such provision or modification of this Participation Agreement. A waiver of any breach of a provision of this Participation Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Participation Agreement. For a waiver to be effective, any waiver must be in writing signed by an authorized signatory of the Party granting the waiver.

21. Compliance with Laws. Each Party shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Participation Agreement.

(Remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the Parties have signed this Agreement and through their duly authorized signatories on the dates noted below their names.

ATTEST:

Stacy M. Butterfield
Clerk to the Board

POLK COUNTY

a political subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
County Manager

Date:

ATTEST:

Local Government.

Signature

Signature

Print Name

Print Name

Title

Title

SECTION VIII

SECTION B

SECTION 1



Dewberry Engineers Inc. | 407.843.5120
800 N. Magnolia Ave, Suite 1000 | 407.649.8664 fax
Orlando, FL 32803 | www.dewberry.com

Sent Via Email: jburns@gmscfl.com

September 13, 2024

Ms. Jill Burns, District Manager
Westside Haines City Community Development District
c/o Governmental Management Services
219 East Livingston Street
Orlando, Florida 32801

Subject: **Work Authorization Number 2025-1
Westside Haines City Community Development District
District Engineering Services**

Dear Ms. Burns:

Dewberry Engineers Inc. is pleased to submit this Work Authorization to provide general engineering services for the Westside Haines City Community Development District (District). We will provide these services pursuant to our current agreement ("District Engineer Agreement").

With this information in mind, we propose the following tasks and corresponding fees:

I. General Engineering Services

The District will engage the services of Dewberry Engineers Inc. (Engineer) as District Engineer to perform those services as necessary, pursuant to the District Engineering Agreement, including attendance at Board of Supervisors meetings, review and approval of requisitions, or other activities as directed by the District's Board of Supervisors.

Our fee for this task will be based on time and materials, in accordance with the enclosed Schedule of Charges. The referenced Schedule of Charges is valid for fiscal year 2025 only. We estimate a budget of \$15,000, plus other direct costs.

II. Other Direct Costs

Other direct costs include items such as printing, drawings, travel, deliveries, et cetera. This does not include any of the application fees for the various agencies, which are the owner's responsibility and have not been accounted for in this proposal. We estimate a budget of \$100.

This Work Authorization, together with the referenced District Engineering Agreement, represents the entire understanding between the Westside Haines City Community Development District and Dewberry Engineers Inc. with regard to the referenced project. If you wish to accept this Work Authorization, please sign where indicated and return one complete copy to Aimee Powell, Senior Office Administrator in our Orlando office at 800 N. Magnolia Avenue, Suite 1000, Orlando, Florida 32803 (or via email at apowell@dewberry.com). Upon receipt, we will promptly schedule our services.

Ms. Jillian Burns
Westside Haines City CDD
Work Authorization 2025-1
September 13, 2024

Thank you for choosing Dewberry Engineers Inc. We look forward to working with you and your staff.

Sincerely,



Reinardo Malavé, P.E.
Associate Vice President

RM:ap

M:\Proposals - Public\Municipal\Westside Haines CDD\Westside Haines City CDD District Engineering Services_09-13-2024

APPROVED AND ACCEPTED

Signed by:



By: 8215FA2B8FB744A...

Authorized Representative of
Westside Haines City Community Development District

Date: 10/23/2024

SECTION C



Westside Haines City CDD

Field Management Report



September 3rd, 2024

Joel Blanco

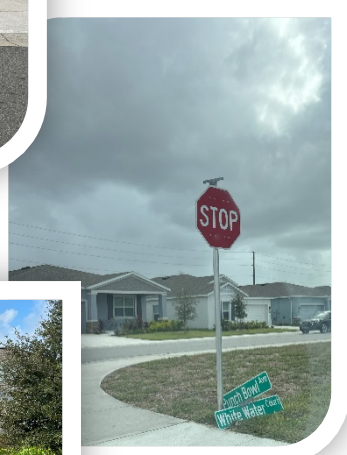
Field Manager

GMS

Site Review

Hurricane Review (Pre & Post)

- ❖ GMS staff conducted both pre- and post-hurricane reviews throughout the district.
- ❖ Frontage along FDC Grove were reinforced with cement bags and fill dirt in areas prone to collect rain during hurricane preparation.
- ❖ During post hurricane review, several stop signs, street signs, No street parking allowed signs and a dead end sign were identified and have been scheduled for repair.
- ❖ A dead-end sign in Phase 2, (2) street sign blades in Phase 1A in Cascades, and (2) street sign blades in Brentwood were missing at the time of review with material ordered and scheduled for repairs.
- ❖ Several trees throughout the district were found leaning with some palms in need of brace reinstallation. Landscaping vendor was notified and scheduled staking the trees in need.



Site Item

Overall District Review

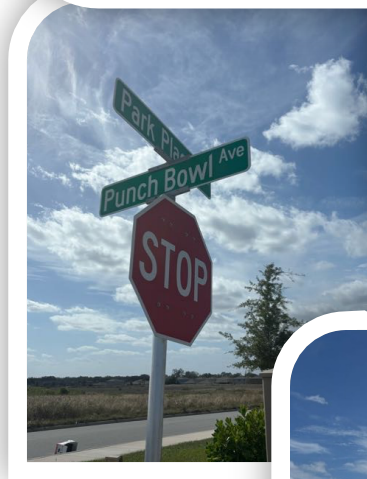
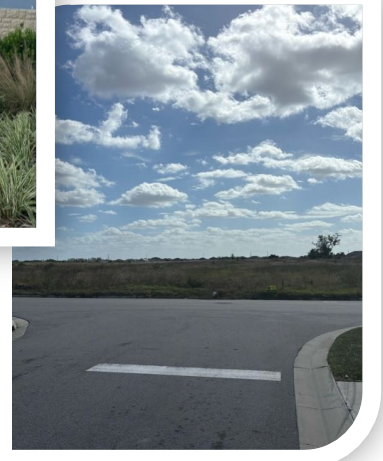


- ✚ GMS staff has continued to review the entire district—landscaping and pond reviews.
- ✚ Landscaping throughout the district remains in satisfactory conditions—neat and tidy including all district dry and wet ponds.
- ✚ During landscaping review, 4 sabal palms were found dying—front fence area at Phase 1B and on pond easement by Park Place Blvd./Moulin Rd. Attached is a proposal to remove and replace all 4 palms.
- ✚ All dry ponds are free of thick weeds with all wet ponds treated for algae at the time of review.
- ✚ All entrance signs have been scheduled for pressure washing prior to the start of the holiday season.

Site Review

Installation of Additional “No Street Parking” signs

- ✚ GMS staff was made aware of excessive street parking throughout Cascades Phase 1A.
- ✚ Field Staff reviewed all community entrances and identified (4) entrances along Park Place Blvd. in need of “No Street Parking Allowed” signs.
- ✚ Please note that signs will match existing signs at main entrances at both Cascades and Brentwood.
- ✚ Proposal will be presented at the next board meeting.



In Progress

Amenity Review (Cascades & Brentwood)

- Field staff has continued to review the amenity area for both Cascades and Brentwood.
- Construction of amenity clubhouses and amenity pools at both Cascades and Brentwood continue to progress.
- Amenity opening is being forecasted for opening in Spring 2025.
- Preparation for amenity opening checklist has been constructed (internet installation, identifying vendors, and ordering signage.)
- Field Staff will continue to review the amenity areas, update the board, and continue preparing for opening procedures.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 786-238-9473, or by email at jblanco@gmscfl.com. Thank you.

Respectfully,
Joel Blanco

SECTION 1



200 S. F. Street
Haines City, Florida 33844

Phone 863-422-5207 | Fax 863-422-1816

Polk County License # 214815

Date: Sept 26,2024

SUBMITTED TO:

GMS Services
135 W. Central Blvd
Orlando, FL 32801
Clayton Smith
Phone: 407-201-1514
Email: csmith@gmscfi.com

Job Name / Location:

Haines City West CDD (Cascades)
Haines City, FL 33844

Proposal to Remove and Replace 2 dead Palm trees

| | Qty | Unit | Unit Cost | TOTAL |
|-------------|-----|------|-----------|-------------------|
| Sabal Palms | 4 | Each | \$406.25 | \$1,625.00 |
| Removal | 4 | Each | \$150.00 | \$600.00 |
| | | | | \$2,225.00 |

The customer agrees, that by signing this proposal, it shall become a legal and binding contract and shall supersede any previous agreements, discussed or implied. The customer further agrees to all terms and conditions set forth within and shall be responsible for any/all court and/or attorney fees incurred by Prince and Sons, Inc.required to obtain collection for any portion of money owed for material and/or work performed by Prince and Sons Inc.

Submitted by: Santos Jr Pantoja

Date Submitted: Sep 26, 2024

Accepted by: _____

Date Accepted: _____

SECTION D

SECTION 1

Westside Haines City

Community Development District

Summary of Check Register

August 28, 2024 to November 10, 2024

| Bank | Date | Check No.'s | Amount |
|--------------------|----------|-------------|-----------------|
| General Fund #4367 | 8/29/24 | 142-148 | \$ 527,934.47 |
| | 9/5/24 | 149-155 | \$ 154,515.97 |
| | 9/6/24 | 156-157 | \$ 119,631.91 |
| | 9/12/24 | 158-162 | \$ 15,588.96 |
| | 9/20/24 | 163-167 | \$ 8,423.80 |
| | 9/27/24 | 168 | \$ 7,500.00 |
| | 9/30/24 | 169 | \$ 945.00 |
| | 10/1/24 | 170-171 | \$ 8,148.08 |
| | 10/3/24 | 172-174 | \$ 10,500.00 |
| | 10/14/24 | 175-177 | \$ 9,150.75 |
| | 10/18/24 | 178-179 | \$ 2,008.76 |
| | 10/21/24 | 180-189 | \$ 1,646,468.24 |
| | 10/29/24 | 190-194 | \$ 4,709.17 |
| | 10/31/24 | 195 | \$ 4,435.10 |
| | 11/7/24 | 196-199 | \$ 5,963.92 |
| Total Amount | | | \$ 2,525,924.13 |

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|---------------|-------|-----------------------------------|--|----------------------------------|--------|------------|----------------------------|
| 8/29/24 | 00023 | 8/06/24 BH080620 | 202408 310-51300-11000 | SUPERVISOR FEES-08/06/24 | * | 200.00 | |
| | | | | BOBBIE HENLEY | | | 200.00 000142 |
| 8/29/24 | 00004 | 8/19/24 24487 | 202408 320-53800-45000 | FY24 PROPERTY ADDED | * | 90.00 | |
| | | | | EGIS INSURANCE ADVISORS, LLC | | | 90.00 000143 |
| 8/29/24 | 00007 | 7/31/24 94 | 202407 320-53800-49000 | INSTALL POSTS & SIGNS | * | 524.53 | |
| | | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 524.53 000144 |
| 8/29/24 | 00017 | 8/15/24 10123 | 202407 310-51300-31500 | ATTORNEY SVCS-JUL24 | * | 992.50 | |
| | | | | KILINSKI VAN WYK, PLLC | | | 992.50 000145 |
| 8/29/24 | 00049 | 8/01/24 13712 | 202408 320-53800-46200 | LANDSCAPE MAIN CASC-AUG24 | * | 8,805.00 | |
| | | 8/01/24 13863 | 202408 320-53800-47300 | FIX DRIP, ROTORS, BUBBLERS | * | 230.98 | |
| | | 8/14/24 13877 | 202408 320-53800-47300 | MOVE VALVES-HORSE&CUMBER | * | 725.00 | |
| | | | | PRINCE & SONS INC. | | | 9,760.98 000146 |
| 8/29/24 | 00020 | 7/31/24 022236 | 202408 300-20700-10100 | 031 BW FR#58 | * | 600.00 | |
| | | | | ABSOLUTE ENGINEERING INC | | | 600.00 000147 |
| 8/29/24 | 00067 | 8/16/24 PAYAPP#0 | 202408 300-20700-10100 | 031 BW FR#58 | * | 265,220.11 | |
| | | 8/16/24 PAYAPP#0 | 202408 300-20700-10100 | 031 CAS FR#38 | * | 250,546.35 | |
| | | | | THE ROGERS GROUP | | | 515,766.46 000148 |
| 9/05/24 | 00023 | 9/03/24 BH090320 | 202409 310-51300-11000 | SUPERVISOR FEES-09/03/24 | * | 200.00 | |
| | | | | BOBBIE HENLEY | | | 200.00 000149 |
| 9/05/24 | 00004 | 8/30/24 25025 | 202408 300-15500-10000 | FY25 INSURANCE POLICY | * | 12,320.00 | |
| | | | | EGIS INSURANCE ADVISORS, LLC | | | 12,320.00 000150 |
| 9/05/24 | 00069 | 9/03/24 LR090320 | 202409 310-51300-11000 | SUPERVISOR FEES-09/03/24 | * | 200.00 | |
| | | | | LINDSEY RODEN | | | 200.00 000151 |

WHCD WESTSIDE HAINES KCOSTA

| | | | | | | | | | | | |
|---|-------|---|----------|--|-----------------|---------------------------|--------------|------------|----------------------------|--------|--|
| AP300R | | YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER | | | | | RUN 11/15/24 | | PAGE 2 | | |
| *** CHECK DATES 08/28/2024 - 11/10/2024 *** | | WESTSIDE HAINES GENERAL FUND | | | | | | | | | |
| | | BANK B GENERAL FUND-#4367 | | | | | | | | | |
| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # | | |
| 9/05/24 | 00002 | 9/03/24 | LS090320 | 202409 | 310-51300-11000 | SUPERVISOR FEES-09/03/24 | * | 200.00 | | | |
| | | LAUREN SCHWENK | | | | | | | 200.00 | 000152 | |
| 9/05/24 | 00016 | 9/03/24 | RB090320 | 202409 | 310-51300-11000 | SUPERVISOR FEES-09/03/24 | * | 200.00 | | | |
| | | PATRICK ROBERT BONIN | | | | | | | 200.00 | 000153 | |
| 9/05/24 | 00035 | 8/23/24 | 7451127 | 202408 | 310-51300-32300 | TRUSTEE FEES S21-FY24 | * | 336.72 | | | |
| | | 8/23/24 | 7451127 | 202408 | 300-15500-10000 | TRUSTEE FEES S21-FY25 | * | 3,703.91 | | | |
| | | U.S. BANK | | | | | | | 4,040.63 | 000154 | |
| 9/05/24 | 00042 | 9/02/24 | 09022024 | 202409 | 300-20700-10000 | ASSESSMENT TSFR S2024 | * | 137,355.34 | | | |
| | | WESTSIDE HAINES CITY C/O US BANK | | | | | | | 137,355.34 | 000155 | |
| 9/06/24 | 00017 | 8/15/24 | 10125 | 202408 | 300-20700-10100 | 033 PH6 FR#6 | * | 892.00 | | | |
| | | KILINSKI VAN WYK, PLLC | | | | | | | 892.00 | 000156 | |
| 9/06/24 | 00013 | 8/15/24 | WS 81524 | 202408 | 300-20700-10100 | REIMBURSE PH1A CDD | * | 118,739.91 | | | |
| | | WESTSIDE HAINES CITY CDD | | | | | | | 118,739.91 | 000157 | |
| 9/12/24 | 00036 | 9/06/24 | 3973-09- | 202409 | 310-51300-31200 | ARBITRAGE - SERIES 2021 | * | 450.00 | | | |
| | | AMTEC | | | | | | | 450.00 | 000158 | |
| 9/12/24 | 00057 | 8/29/24 | 18301 | 202408 | 320-53800-47000 | POND MAINTENANCE-AUG24 | * | 975.00 | | | |
| | | AQUATIC WEED MANAGEMENT, INC. | | | | | | | 975.00 | 000159 | |
| 9/12/24 | 00008 | 8/30/24 | 22419095 | 202407 | 310-51300-31100 | ENGINEERING SVCS-AUG24 | * | 440.00 | | | |
| | | DEWBERRY ENGINEERS, INC | | | | | | | 440.00 | 000160 | |
| 9/12/24 | 00017 | 9/10/24 | 10249 | 202408 | 310-51300-31500 | ATTORNEY SVCS-AUG24 | * | 2,605.53 | | | |
| | | KILINSKI VAN WYK, PLLC | | | | | | | 2,605.53 | 000161 | |
| 9/12/24 | 00049 | 8/27/24 | 14221 | 202408 | 320-53800-47300 | WIRE LOCATOR PER HOUR | * | 708.43 | | | |
| | | 9/01/24 | 14186 | 202409 | 320-53800-46200 | LANDSCAPE MAIN CASC-SEP24 | * | 10,410.00 | | | |
| | | PRINCE & SONS INC. | | | | | | | 11,118.43 | 000162 | |
| | | WHCD WESTSIDE HAINES KCOSTA | | | | | | | | | |

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK.... AMOUNT # |
|---------------|-------|-----------------------------------|--|----------------------------------|--------|----------|---------------------------|
| 9/20/24 | 00053 | 6/18/24 4688 | 202406 320-53800-49000 | | * | 200.00 | |
| | | | LIFT STAT MAINT-06/13/24 | | | | |
| | | | | CONSTA FLOW INC | | | 200.00 000163 |
| 9/20/24 | 00007 | 9/01/24 96 | 202409 310-51300-34000 | | * | 3,246.25 | |
| | | | MANAGEMENT FEES-SEP24 | | | | |
| | | 9/01/24 96 | 202409 310-51300-35200 | | * | 100.00 | |
| | | | WEBSITE MANAGEMENT-SEP24 | | | | |
| | | 9/01/24 96 | 202409 310-51300-35100 | | * | 150.00 | |
| | | | INFORMATION TECH-SEP24 | | | | |
| | | 9/01/24 96 | 202409 310-51300-31300 | | * | 500.00 | |
| | | | DISSEMINATION SVCS-SEP24 | | | | |
| | | 9/01/24 96 | 202409 310-51300-51000 | | * | 2.95 | |
| | | | OFFICE SUPPLIES-SEP24 | | | | |
| | | 9/01/24 96 | 202409 310-51300-42000 | | * | 151.50 | |
| | | | POSTAGE-SEP24 | | | | |
| | | 9/01/24 97 | 202409 330-53800-12000 | | * | 625.00 | |
| | | | FIELD MGMT BRENT-SEP24 | | | | |
| | | 9/01/24 98 | 202409 320-53800-12000 | | * | 833.33 | |
| | | | FIELD MGMT CASC-SEP24 | | | | |
| | | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 5,609.03 000164 |
| 9/20/24 | 00049 | 8/30/24 14289 | 202408 320-53800-47300 | | * | 2,582.51 | |
| | | | INSTALL ICC,MODULE&DECODE | | | | |
| | | | | PRINCE & SONS INC. | | | 2,582.51 000165 |
| 9/20/24 | 00042 | 9/17/24 09172024 | 202409 300-20700-10000 | | * | 32.26 | |
| | | | ASSESSMENT TSFR-S2021 | | | | |
| | | | | WESTSIDE HAINES CITY C/O US BANK | | | 32.26 000166 |
| 9/23/24 | 00066 | 8/06/24 LEK-1590 | 202409 300-20700-10100 | | * | 945.00 | |
| | | | 033 FDC FR#7 | | | | |
| | | | | LEWIS LONGMAN WALKER, P.A. | | | 945.00 000167 |
| 9/25/24 | 00066 | 8/06/24 LEK-1590 | 202409 300-20700-10100 | | V | 945.00- | |
| | | | 033 FDC FR#7 | | | | |
| | | | | LEWIS LONGMAN WALKER, P.A. | | | 945.00-000167 |
| 9/27/24 | 00007 | 9/15/24 99 | 202409 300-15500-10000 | | * | 7,500.00 | |
| | | | ASSESSMENT ROLL-FY25 | | | | |
| | | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 7,500.00 000168 |
| 9/30/24 | 00019 | 9/25/24 09252024 | 202409 300-20700-10100 | | * | 945.00 | |
| | | | RET FDS 033 FDC FR#7 | | | | |
| | | | | GLK REAL ESTATE LLC | | | 945.00 000169 |
| | | | | | | | |
| | | | | WHCD WESTSIDE HAINES KCOSTA | | | |

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|---------------|-------|-----------------------------------|--|----------------------------------|--------|----------|-----------------------------|
| 10/01/24 | 00070 | 10/01/24 10012024 | 202410 330-53800-48400 | FURNITURE LEASE-OCT24 | * | 2,102.00 | |
| | | 11/01/24 11012024 | 202410 300-15500-10000 | FURNITURE LEASE-NOV24 | * | 2,102.00 | |
| | | | | HNB PROPERTY, LLC | | | 4,204.00 000170 |
| 10/01/24 | 00071 | 10/01/24 10012024 | 202410 320-53800-48400 | PLAYGROUND EQUIP-OCT24 | * | 1,972.04 | |
| | | 11/01/24 11012024 | 202410 300-15500-10000 | PLAYGROUND EQUIP-NOV24 | * | 1,972.04 | |
| | | | | THM LEASING, LLC | | | 3,944.08 000171 |
| 10/03/24 | 00057 | 9/30/24 18460 | 202409 320-53800-47000 | POND MAINT CASC 1&2-AUG24 | * | 975.00 | |
| | | | | AQUATIC WEED MANAGEMENT, INC. | | | 975.00 000172 |
| 10/03/24 | 00007 | 8/31/24 100 | 202408 320-53800-49000 | CLEAN AND LEVEL DRY POND | * | 720.00 | |
| | | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 720.00 000173 |
| 10/03/24 | 00049 | 10/01/24 14710 | 202410 320-53800-46200 | LANDSCAPE MAIN CASC-OCT24 | * | 8,805.00 | |
| | | | | PRINCE & SONS INC. | | | 8,805.00 000174 |
| 10/14/24 | 00008 | 9/27/24 22422293 | 202408 310-51300-31100 | ENGINEERING SVCS-SEP24 | * | 607.50 | |
| | | | | DEWBERRY ENGINEERS, INC | | | 607.50 000175 |
| 10/14/24 | 00055 | 9/30/24 00067005 | 202409 310-51300-48000 | BOS MEET DATES-09.25.24 | * | 368.83 | |
| | | | | GANNETT MEDIA CORP DBA | | | 368.83 000176 |
| 10/14/24 | 00007 | 10/01/24 102 | 202410 310-51300-34000 | MANAGEMENT FEES-OCT24 | * | 4,583.33 | |
| | | 10/01/24 102 | 202410 310-51300-35200 | WEBSITE ADMIN-OCT24 | * | 105.00 | |
| | | 10/01/24 102 | 202410 310-51300-35100 | INFORMATION TECH-OCT24 | * | 157.50 | |
| | | 10/01/24 102 | 202410 310-51300-31300 | DISSEMINATION SVCS-OCT24 | * | 583.33 | |
| | | 10/01/24 102 | 202410 310-51300-51000 | OFFICE SUPPLIES-OCT24 | * | .30 | |
| | | 10/01/24 102 | 202410 310-51300-42000 | POSTAGE-OCT24 | * | 244.96 | |
| | | 10/01/24 103 | 202410 330-53800-12000 | FIELD MGMT BRENT-OCT24 | * | 1,250.00 | |

WHCD WESTSIDE HAINES KCOSTA

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|----------------|-------|-----------------------------------|--|------------------------------------|--------|------------|----------------------------|
| | | 10/01/24 104 | 202410 320-53800-12000 | | * | 1,250.00 | |
| | | | FIELD MGMT CASC-OCT24 | | | | |
| | | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 8,174.42 000177 |
| 10/18/24 00010 | | 10/01/24 91443 | 202410 310-51300-54000 | | * | 175.00 | |
| | | | SPECIAL DISTRICT FEE FY25 | | | | |
| | | | | DEPARTMENT OF ECONOMIC OPPORTUNITY | | | 175.00 000178 |
| 10/18/24 00017 | | 10/16/24 10638 | 202409 310-51300-31500 | | * | 1,833.76 | |
| | | | ATTORNEY SVCS-SEP24 | | | | |
| | | | | KILINSKI VAN WYK, PLLC | | | 1,833.76 000179 |
| 10/21/24 00017 | | 9/10/24 10250 | 202410 300-20700-10100 | | * | 766.50 | |
| | | | 031 CAS FR#39 | | | | |
| | | 9/10/24 10253 | 202410 300-20700-10100 | | * | 39.00 | |
| | | | 031 CAS FR#39 | | | | |
| | | | | KILINSKI VAN WYK, PLLC | | | 805.50 000180 |
| 10/21/24 00043 | | 8/23/24 60850 | 202410 300-20700-10100 | | * | 12,192.21 | |
| | | | 031 BW FR#59 | | | | |
| | | | | QUALITY BY DESIGN, INC. | | | 12,192.21 000181 |
| 10/21/24 00067 | | 8/30/24 PAYAPP#3 | 202410 300-20700-10100 | | * | 192,580.04 | |
| | | | 031 CAS FR#40 | | | | |
| | | 9/17/24 PAYAPP#4 | 202410 300-20700-10100 | | * | 237,267.42 | |
| | | | 031 CAS FR#40 | | | | |
| | | | | THE ROGERS GROUP | | | 429,847.46 000182 |
| 10/21/24 00038 | | 8/25/24 873358 | 202410 300-20700-10100 | | * | 145,115.97 | |
| | | | 033 FDC FR#8 | | | | |
| | | | | TUCKER PAVING INC | | | 145,115.97 000183 |
| 10/21/24 00020 | | 8/31/24 022266 | 202410 300-20700-10100 | | * | 3,999.37 | |
| | | | 033 FDC FR#9 | | | | |
| | | 8/31/24 022291 | 202410 300-20700-10100 | | * | 5,916.25 | |
| | | | 032 BW PH4&5 FR#4 | | | | |
| | | | | ABSOLUTE ENGINEERING INC | | | 9,915.62 000184 |
| 10/21/24 00018 | | 8/22/24 CHANGEOR | 202410 300-20700-10100 | | * | 3,320.00 | |
| | | | 032 BW PH4&5 FR#3 | | | | |
| | | | | FORTILINE WATERWORKS INC | | | 3,320.00 000185 |
| 10/21/24 00028 | | 9/13/24 219996 | 202410 300-20700-10100 | | * | 400.00 | |
| | | | 031 CAS FR#41 | | | | |
| | | | | HORNER ENVIRONMENTAL PROFESSIONAL | | | 400.00 000186 |
| | | | | | | | |

WHCD WESTSIDE HAINES KCOSTA

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|------------------------|-------|-----------------------------------|--|-------------|--------|--------------|-----------------------------|
| 11/07/24 | 00055 | 10/31/24 | 00067477 202410 310-51300-48000 | | * | 325.72 | |
| | | | NOT OF RULE DEV-10.22.24 | | | | |
| | | 10/31/24 | 00067477 202410 310-51300-48000 | | * | 589.17 | |
| | | | NOT OF RULE MAKE-10.23.24 | | | | |
| GANNETT MEDIA CORP DBA | | | | | | | 914.89 000197 |
| 11/07/24 | 00070 | 12/01/24 | 12012024 202411 300-15500-10000 | | * | 2,101.99 | |
| | | | FURNITURE LEASE-DEC24 | | | | |
| HNB PROPERTY, LLC | | | | | | | 2,101.99 000198 |
| 11/07/24 | 00071 | 12/01/24 | 12012024 202411 300-15500-10000 | | * | 1,972.04 | |
| | | | PLAYGROUND LEASE-DEC24 | | | | |
| THM LEASING, LLC | | | | | | | 1,972.04 000199 |
| TOTAL FOR BANK B | | | | | | 2,525,924.13 | |
| TOTAL FOR REGISTER | | | | | | 2,525,924.13 | |

SECTION 2

Westside Haines City
Community Development District

Unaudited Financial Reporting
September 30, 2024



Table of Contents

| | |
|-------|--|
| 1 | <u>Balance Sheet</u> |
| 2-4 | <u>General Fund</u> |
| 5 | <u>Capital Reserve Fund</u> |
| 6 | <u>Series 2021 Debt Service Fund</u> |
| 7 | <u>Series 2024 Debt Service Fund</u> |
| 8 | <u>Series 2021 Capital Projects Fund</u> |
| 9 | <u>Series 2024 Capital Projects Fund</u> |
| 10 | <u>FDC Grove Capital Projects Fund</u> |
| 11 | <u>Amenity Capital Projects Fund</u> |
| 12-14 | <u>Month to Month</u> |
| 15 | <u>Long Term Debt Report</u> |
| 16 | <u>Assessment Receipt Schedule</u> |

Westside Haines City
Community Development District
Combined Balance Sheet
September 30, 2024

| | <i>General Fund</i> | <i>Debt Service Fund</i> | <i>Capital Projects Fund</i> | <i>Totals Governmental Funds</i> |
|---|-------------------------|------------------------------|----------------------------------|--------------------------------------|
| Assets: | | | | |
| <u>Cash:</u> | | | | |
| Operating Account - #27 | \$ - | \$ - | \$ - | \$ - |
| Operating Account | \$ 808,957 | \$ - | \$ - | \$ 808,957 |
| Capital Account | \$ - | \$ - | \$ 3,380,000 | \$ 3,380,000 |
| <u>Investments:</u> | | | | |
| <u>Series 2021</u> | | | | |
| Reserve | \$ - | \$ 548,975 | \$ - | \$ 548,975 |
| Revenue | \$ - | \$ 467,951 | \$ - | \$ 467,951 |
| Construction - Cascades Phase 1 & 2 | \$ - | \$ - | \$ 709 | \$ 709 |
| Construction - Brentwood Phase 1 | \$ - | \$ - | \$ 162 | \$ 162 |
| <u>Series 2024</u> | | | | |
| Prepayment | \$ - | \$ 5,916,731 | \$ - | \$ 5,916,731 |
| Reserve | \$ - | \$ 2,522,100 | \$ - | \$ 2,522,100 |
| Revenue | \$ - | \$ 954,798 | \$ - | \$ 954,798 |
| Construction - Brentwood Phase 2/3 | \$ - | \$ - | \$ 1,121,717 | \$ 1,121,717 |
| Construction - Brentwood Phase 4/5 | \$ - | \$ - | \$ 2,193 | \$ 2,193 |
| Construction - Cascades | \$ - | \$ - | \$ 1,152,109 | \$ 1,152,109 |
| Construction - Wynnstone 1A | \$ - | \$ - | \$ 4,052,543 | \$ 4,052,543 |
| Construction - Wynnstone 1B | \$ - | \$ - | \$ 625,492 | \$ 625,492 |
| Cost of Issuance | \$ - | \$ - | \$ 165 | \$ 165 |
| Due from Capital Projects | \$ 440 | \$ - | \$ - | \$ 440 |
| Due From Developer | \$ - | \$ - | \$ 889,630 | \$ 889,630 |
| Prepaid Expenses | \$ 23,724 | \$ - | \$ - | \$ 23,724 |
| Total Assets | \$ 833,121 | \$ 10,410,556 | \$ 11,224,720 | \$ 22,468,397 |
| Liabilities: | | | | |
| Accounts Payable | \$ 8,323 | \$ - | \$ - | \$ 8,323 |
| Contracts Payable | \$ - | \$ - | \$ 890,573 | \$ 890,573 |
| Due to General Fund | \$ - | \$ - | \$ 440 | \$ 440 |
| Total Liabilities | \$ 8,323 | \$ - | \$ 891,013 | \$ 899,336 |
| Fund Balance: | | | | |
| Nonspendable: | | | | |
| Prepaid Items | \$ 23,724 | \$ - | \$ - | \$ 23,724 |
| Restricted for: | | | | |
| Debt Service - Series 2021 | \$ - | \$ 1,016,926 | \$ - | \$ 1,016,926 |
| Debt Service - Series 2024 | \$ - | \$ 9,393,630 | \$ - | \$ 9,393,630 |
| Capital Projects - Series 2021 | \$ - | \$ - | \$ (513) | \$ (513) |
| Capital Projects - Series 2024 | \$ - | \$ - | \$ 6,954,220 | \$ 6,954,220 |
| Capital Projects - FDC Grove | \$ - | \$ - | \$ - | \$ - |
| Capital Projects - Amenity | \$ - | \$ - | \$ 3,380,000 | \$ 3,380,000 |
| Unassigned | \$ 801,075 | \$ - | \$ - | \$ 801,075 |
| Total Fund Balances | \$ 824,798 | \$ 10,410,556 | \$ 10,333,707 | \$ 21,569,061 |
| Total Liabilities & Fund Balance | \$ 833,121 | \$ 10,410,556 | \$ 11,224,720 | \$ 22,468,397 |

Westside Haines City

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending September 30, 2024

| | Adopted | Prorated Budget | Actual | |
|---|-------------------|-------------------|-------------------|---------------------|
| | Budget | Thru 09/30/24 | Thru 09/30/24 | Variance |
| <u>Revenues:</u> | | | | |
| Assessments - Tax Roll | \$ 762,450 | \$ 762,450 | \$ 768,412 | \$ 5,962 |
| Assessments - Lot Closing | \$ - | \$ - | \$ 96,068 | \$ 96,068 |
| Developer Contributions | \$ 230,836 | \$ 230,836 | \$ 2,975 | \$ (227,861) |
| Boundary Amendment Contributions | \$ - | \$ - | \$ 5,919 | \$ 5,919 |
| Total Revenues | \$ 993,286 | \$ 993,286 | \$ 873,373 | \$ (119,913) |
| <u>Expenditures:</u> | | | | |
| <u>General & Administrative:</u> | | | | |
| Supervisor Fees | \$ 12,000 | \$ 12,000 | \$ 9,200 | \$ 2,800 |
| Engineering | \$ 15,000 | \$ 15,000 | \$ 28,528 | \$ (13,528) |
| Attorney | \$ 25,000 | \$ 25,000 | \$ 51,137 | \$ (26,137) |
| Annual Audit | \$ 5,500 | \$ 5,500 | \$ 4,000 | \$ 1,500 |
| Assessment Administration | \$ 5,000 | \$ 5,000 | \$ 5,000 | \$ - |
| Arbitrage | \$ 1,350 | \$ 1,350 | \$ 450 | \$ 900 |
| Dissemination | \$ 7,000 | \$ 7,000 | \$ 5,333 | \$ 1,667 |
| Trustee Fees | \$ 12,000 | \$ 12,000 | \$ 337 | \$ 11,663 |
| Management Fees | \$ 38,955 | \$ 38,955 | \$ 38,955 | \$ - |
| Information Technology | \$ 1,800 | \$ 1,800 | \$ 1,800 | \$ - |
| Website Maintenance | \$ 1,200 | \$ 1,200 | \$ 1,200 | \$ - |
| Postage & Delivery | \$ 1,000 | \$ 1,000 | \$ 2,384 | \$ (1,384) |
| Insurance | \$ 5,913 | \$ 5,913 | \$ 5,785 | \$ 128 |
| Copies | \$ 1,000 | \$ 1,000 | \$ 32 | \$ 968 |
| Legal Advertising | \$ 10,000 | \$ 10,000 | \$ 11,173 | \$ (1,173) |
| Other Current Charges | \$ 5,268 | \$ 5,268 | \$ 1,526 | \$ 3,742 |
| Boundary Amendment | \$ - | \$ - | \$ 2,744 | \$ (2,744) |
| Office Supplies | \$ 625 | \$ 625 | \$ 39 | \$ 586 |
| Dues, Licenses & Subscriptions | \$ 175 | \$ 175 | \$ 175 | \$ - |
| Total General & Administrative | \$ 148,786 | \$ 148,786 | \$ 169,797 | \$ (21,010) |

Westside Haines City

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending September 30, 2024

| | Adopted | Prorated Budget | Actual | |
|---------------------------------------|-------------------|-------------------|-------------------|-------------------|
| | Budget | Thru 09/30/24 | Thru 09/30/24 | Variance |
| <u>Operations & Maintenance</u> | | | | |
| Cascades Expenditures | | | | |
| <u>Field Expenditures</u> | | | | |
| Property Insurance | \$ 10,000 | \$ 10,000 | \$ 3,445 | \$ 6,555 |
| Field Management | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ - |
| Landscape Maintenance | \$ 185,000 | \$ 185,000 | \$ 110,240 | \$ 74,760 |
| Landscape Replacement | \$ 25,000 | \$ 25,000 | \$ 4,180 | \$ 20,820 |
| Lake Maintenance | \$ 18,500 | \$ 18,500 | \$ 5,575 | \$ 12,925 |
| Streetlights | \$ 15,000 | \$ 15,000 | \$ 31,876 | \$ (16,876) |
| Electric | \$ 5,500 | \$ 5,500 | \$ 9,141 | \$ (3,641) |
| Water & Sewer | \$ 8,000 | \$ 8,000 | \$ 58,754 | \$ (50,754) |
| Sidewalk & Asphalt Maintenance | \$ 2,500 | \$ 2,500 | \$ - | \$ 2,500 |
| Irrigation Repairs | \$ 10,000 | \$ 10,000 | \$ 8,315 | \$ 1,685 |
| General Repairs & Maintenance | \$ 17,000 | \$ 17,000 | \$ 4,671 | \$ 12,329 |
| Field Contingency | \$ 10,000 | \$ 10,000 | \$ 10,756 | \$ (756) |
| <u>Amenity Expenditures</u> | | | | |
| Amenity Staff | \$ 30,000 | \$ 30,000 | \$ - | \$ 30,000 |
| Amenity - Electric | \$ 12,000 | \$ 12,000 | \$ - | \$ 12,000 |
| Amenity - Water | \$ 10,000 | \$ 10,000 | \$ - | \$ 10,000 |
| Playground Lease | \$ 35,000 | \$ 35,000 | \$ - | \$ 35,000 |
| Fitness Equipment Lease | \$ 35,000 | \$ 35,000 | \$ - | \$ 35,000 |
| Internet | \$ 3,000 | \$ 3,000 | \$ - | \$ 3,000 |
| Pest Control | \$ 1,500 | \$ 1,500 | \$ - | \$ 1,500 |
| Janitorial Service | \$ 20,500 | \$ 20,500 | \$ - | \$ 20,500 |
| Security Services | \$ 25,000 | \$ 25,000 | \$ - | \$ 25,000 |
| Pool Maintenance | \$ 36,000 | \$ 36,000 | \$ - | \$ 36,000 |
| Amenity Repairs & Maintenance | \$ 15,000 | \$ 15,000 | \$ - | \$ 15,000 |
| Amenity Access Management | \$ 2,500 | \$ 2,500 | \$ - | \$ 2,500 |
| Amenity Contingency | \$ 12,000 | \$ 12,000 | \$ - | \$ 12,000 |
| Capital Reserve | \$ 5,000 | \$ 5,000 | \$ - | \$ 5,000 |
| Subtotal Cascades Expenditures | \$ 559,000 | \$ 559,000 | \$ 256,952 | \$ 302,048 |

Westside Haines City

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

| | Adopted | Prorated Budget | Actual | |
|--|-------------------|-------------------|--------------------|---------------------|
| | Budget | Thru 09/30/24 | Thru 09/30/24 | Variance |
| Brentwood Expenditures | | | | |
| <u>Field Expenditures</u> | | | | |
| Property Insurance | \$ 8,000 | \$ 8,000 | \$ - | \$ 8,000 |
| Field Management | \$ 7,500 | \$ 7,500 | \$ 7,500 | \$ - |
| Landscape Replacement & Repair | \$ 7,500 | \$ 7,500 | \$ 1,669 | \$ 5,831 |
| Streetlights | \$ 10,000 | \$ 10,000 | \$ 8,039 | \$ 1,961 |
| Electric | \$ 2,000 | \$ 2,000 | \$ 487 | \$ 1,513 |
| Water & Sewer | \$ 5,000 | \$ 5,000 | \$ 560 | \$ 4,440 |
| Irrigation Repairs | \$ 3,000 | \$ 3,000 | \$ 335 | \$ 2,665 |
| General Repairs & Maintenance | \$ 7,500 | \$ 7,500 | \$ 300 | \$ 7,200 |
| Field Contingency | \$ 5,000 | \$ 5,000 | \$ 39,705 | \$ (34,705) |
| <u>Amenity Expenditures</u> | | | | |
| Amenity Staff | \$ 30,000 | \$ 30,000 | \$ - | \$ 30,000 |
| Amenity - Electric | \$ 7,500 | \$ 7,500 | \$ - | \$ 7,500 |
| Amenity - Water | \$ 10,000 | \$ 10,000 | \$ - | \$ 10,000 |
| Playground Lease | \$ 35,000 | \$ 35,000 | \$ - | \$ 35,000 |
| Fitness Equipment Lease | \$ 35,000 | \$ 35,000 | \$ - | \$ 35,000 |
| Internet | \$ 3,000 | \$ 3,000 | \$ - | \$ 3,000 |
| Amenity Landscaping | \$ 12,000 | \$ 12,000 | \$ - | \$ 12,000 |
| Amenity Landscape Replacement | \$ 3,000 | \$ 3,000 | \$ - | \$ 3,000 |
| Amenity Irrigation Repairs | \$ 3,000 | \$ 3,000 | \$ - | \$ 3,000 |
| Pest Control | \$ 1,500 | \$ 1,500 | \$ - | \$ 1,500 |
| Janitorial Service | \$ 15,000 | \$ 15,000 | \$ - | \$ 15,000 |
| Security Services | \$ 25,000 | \$ 25,000 | \$ - | \$ 25,000 |
| Pool Maintenance | \$ 25,000 | \$ 25,000 | \$ - | \$ 25,000 |
| Amenity Repairs & Maintenance | \$ 10,000 | \$ 10,000 | \$ - | \$ 10,000 |
| Amenity Access Management | \$ 2,500 | \$ 2,500 | \$ - | \$ 2,500 |
| Amenity Contingency | \$ 7,500 | \$ 7,500 | \$ - | \$ 7,500 |
| Capital Reserve | \$ 5,000 | \$ 5,000 | \$ - | \$ 5,000 |
| Subtotal Brentwood Expenditures | \$ 285,500 | \$ 285,500 | \$ 58,595 | \$ 226,905 |
| Other Expenditures | | | | |
| Capital Outlay - Cascades | \$ - | \$ - | \$ 93,308 | \$ (93,308) |
| Capital Outlay - Brentwood | \$ - | \$ - | \$ 220,101 | \$ (220,101) |
| Capital Outlay - Wynnstone | \$ - | \$ - | \$ 149,199 | \$ (149,199) |
| Subtotal Other Expenditures | \$ - | \$ - | \$ 462,608 | \$ (462,608) |
| Total Operations & Maintenance | \$ 844,500 | \$ 844,500 | \$ 778,155 | \$ 66,345 |
| Total Expenditures | \$ 993,286 | \$ 993,286 | \$ 947,952 | \$ 45,334 |
| Excess (Deficiency) of Revenues over Expenditures | \$ - | \$ - | \$ (74,578) | |
| <u>Other Financing Sources/(Uses)</u> | | | | |
| Lease Proceeds | \$ - | \$ - | \$ 175,090 | \$ 175,090 |
| Total Other Financing Sources/(Uses) | \$ - | \$ - | \$ 175,090 | \$ 175,090 |
| Net Change in Fund Balance | \$ - | \$ - | \$ 100,511 | |
| Fund Balance - Beginning | \$ - | \$ - | \$ 724,287 | |
| Fund Balance - Ending | \$ - | \$ - | \$ 824,798 | |

Westside Haines City

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

| | Adopted | Prorated Budget | Actual | |
|-----------------------------------|------------------|------------------|---------------|--------------------|
| | Budget | Thru 09/30/24 | Thru 09/30/24 | Variance |
| Revenues: | | | | |
| Transfer In - Cascades | \$ 5,000 | \$ 5,000 | \$ - | \$ (5,000) |
| Transfer In - Brentwood | \$ 5,000 | \$ 5,000 | \$ - | \$ (5,000) |
| Total Revenues | \$ 10,000 | \$ 10,000 | \$ - | \$ (10,000) |
| Expenditures: | | | | |
| Capital Expenditures - Cascades | \$ - | \$ - | \$ - | \$ - |
| Capital Expenditures - Brentwood | \$ - | \$ - | \$ - | \$ - |
| Total Expenditures | \$ - | \$ - | \$ - | \$ - |
| Net Change in Fund Balance | \$ 10,000 | | \$ - | |
| Fund Balance - Beginning | \$ - | | \$ - | |
| Fund Balance - Ending | \$ 10,000 | | \$ - | |

Westside Haines City

Community Development District

Debt Service Fund Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

| | Adopted | Prorated Budget | Actual | |
|-----------------------------------|---------------------|---------------------|---------------------|------------------|
| | Budget | Thru 09/30/24 | Thru 09/30/24 | Variance |
| Revenues: | | | | |
| Assessments - Tax Roll | \$ 1,097,950 | \$ 1,097,950 | \$ 1,106,782 | \$ 8,832 |
| Interest | \$ - | \$ - | \$ 52,951 | \$ 52,951 |
| Total Revenues | \$ 1,097,950 | \$ 1,097,950 | \$ 1,159,733 | \$ 61,783 |
| Expenditures: | | | | |
| Interest - 11/1 | \$ 344,256 | \$ 344,256 | \$ 344,256 | \$ - |
| Principal - 5/1 | \$ 410,000 | \$ 410,000 | \$ 410,000 | \$ - |
| Interest - 5/1 | \$ 344,256 | \$ 344,256 | \$ 344,256 | \$ - |
| Total Expenditures | \$ 1,098,513 | \$ 1,098,513 | \$ 1,098,513 | \$ - |
| Net Change in Fund Balance | \$ (563) | | \$ 61,220 | |
| Fund Balance - Beginning | \$ 406,549 | | \$ 955,706 | |
| Fund Balance - Ending | \$ 405,987 | | \$ 1,016,926 | |

Westside Haines City

Community Development District

Debt Service Fund Series 2024

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending September 30, 2024

| | Adopted | Prorated Budget | Actual | |
|--|-------------|-----------------|---------------------|---------------------|
| | Budget | Thru 09/30/24 | Thru 09/30/24 | Variance |
| Revenues: | | | | |
| Assessments - Direct Bill | \$ - | \$ - | \$ 954,178 | \$ 954,178 |
| Assessments - Prepayments | \$ - | \$ - | \$ 5,916,731 | \$ 5,916,731 |
| Assessments - Tax Roll | \$ - | \$ - | \$ - | \$ - |
| Interest | \$ - | \$ - | \$ 42,882 | \$ 42,882 |
| Total Revenues | \$ - | \$ - | \$ 6,913,792 | \$ 6,913,792 |
| Expenditures: | | | | |
| Interest - 11/1 | \$ - | \$ - | \$ - | \$ - |
| Principal - 5/1 | \$ - | \$ - | \$ - | \$ - |
| Interest - 5/1 | \$ - | \$ - | \$ - | \$ - |
| Total Expenditures | \$ - | \$ - | \$ - | \$ - |
| Excess (Deficiency) of Revenues over Expenditures | \$ - | | \$ 6,913,792 | |
| Other Financing Sources/(Uses): | | | | |
| Bond Proceeds | \$ - | \$ - | \$ 2,522,100 | \$ 2,522,100 |
| Transfer In/(Out) | \$ - | \$ - | \$ (42,262) | \$ (42,262) |
| Total Other Financing Sources/(Uses) | \$ - | \$ - | \$ 2,479,838 | \$ 2,479,838 |
| Net Change in Fund Balance | \$ - | | \$ 9,393,630 | |
| Fund Balance - Beginning | \$ - | | \$ - | |
| Fund Balance - Ending | \$ - | | \$ 9,393,630 | |

Westside Haines City
Community Development District
Capital Projects Fund Series 2021
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

| | Adopted | Prorated Budget | Actual | |
|-------------------------------------|-------------|-----------------|---------------------|-----------------------|
| | Budget | Thru 09/30/24 | Thru 09/30/24 | Variance |
| Revenues: | | | | |
| Developer Contributions - Cascades | \$ - | \$ - | \$ 1,232,055 | \$ 1,232,055 |
| Developer Contributions - Brentwood | \$ - | \$ - | \$ 614,613 | \$ 614,613 |
| Interest | \$ - | \$ - | \$ 2,683 | \$ 2,683 |
| Total Revenues | \$ - | \$ - | \$ 1,849,351 | \$ 1,849,351 |
| Expenditures: | | | | |
| Capital Outlay - Cascades | \$ - | \$ - | \$ 1,321,097 | \$ (1,321,097) |
| Capital Outlay - Brentwood | \$ - | \$ - | \$ 598,555 | \$ (598,555) |
| Total Expenditures | \$ - | \$ - | \$ 1,919,652 | \$ (1,919,652) |
| Net Change in Fund Balance | \$ - | \$ - | \$ (70,301) | |
| Fund Balance - Beginning | \$ - | \$ - | \$ 69,788 | |
| Fund Balance - Ending | \$ - | \$ - | \$ (513) | |

Westside Haines City
Community Development District
Capital Projects Fund Series 2024
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

| | Adopted Budget | Prorated Budget Thru 09/30/24 | Actual Thru 09/30/24 | Variance |
|--|-------------------|----------------------------------|-------------------------|------------------------|
| Revenues: | | | | |
| Developer Contributions | \$ - | \$ - | \$ 1,687,369 | \$ 1,687,369 |
| Interest | \$ - | \$ - | \$ 296,552 | \$ 296,552 |
| Total Revenues | \$ - | \$ - | \$ 1,983,921 | \$ 1,983,921 |
| Expenditures: | | | | |
| Capital Outlay - Brentwood Phase 2/3 | \$ - | \$ - | \$ 4,339,077 | \$ (4,339,077) |
| Capital Outlay - Brentwood Phase 4/5 | \$ - | \$ - | \$ 5,083,410 | \$ (5,083,410) |
| Capital Outlay - Cascades | \$ - | \$ - | \$ 9,315,917 | \$ (9,315,917) |
| Capital Outlay - Wynnstone 1A | \$ - | \$ - | \$ 8,164,651 | \$ (8,164,651) |
| Capital Outlay - Cost of Issuance | \$ - | \$ - | \$ 1,005,325 | \$ (1,005,325) |
| Total Expenditures | \$ - | \$ - | \$ 28,049,864 | \$ (28,049,864) |
| Excess (Deficiency) of Revenues over Expenditures | \$ - | \$ - | \$ (26,065,943) | |
| Other Financing Sources/(Uses) | | | | |
| Bond Proceeds | \$ - | \$ - | \$ 32,977,900 | \$ 32,977,900 |
| Transfer In/(out) | \$ - | \$ - | \$ 42,262 | \$ 42,262 |
| Total Other Financing Sources (Uses) | \$ - | \$ - | \$ 33,020,162 | \$ 33,020,162 |
| Net Change in Fund Balance | \$ - | \$ - | \$ 6,954,220 | |
| Fund Balance - Beginning | \$ - | \$ - | \$ - | |
| Fund Balance - Ending | \$ - | \$ - | \$ 6,954,220 | |

Westside Haines City
Community Development District
Capital Projects Fund - FDC Grove
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

| | Adopted Budget | Prorated Budget Thru 09/30/24 | Actual Thru 09/30/24 | Variance |
|--|-------------------|----------------------------------|-------------------------|---------------------|
| Revenues: | | | | |
| Interest | \$ - | \$ - | \$ - | \$ - |
| Total Revenues | \$ - | \$ - | \$ - | \$ - |
| Expenditures: | | | | |
| Capital Outlay | \$ - | \$ - | \$ 684,755 | \$ (684,755) |
| Total Expenditures | \$ - | \$ - | \$ 684,755 | \$ (684,755) |
| Excess (Deficiency) of Revenues over Expenditures | \$ - | \$ - | \$ (684,755) | |
| Other Financing Sources/(Uses) | | | | |
| Developer Advances | \$ - | \$ - | \$ 684,755 | \$ 684,755 |
| Total Other Financing Sources (Uses) | \$ - | \$ - | \$ 684,755 | \$ 684,755 |
| Net Change in Fund Balance | \$ - | \$ - | \$ - | |
| Fund Balance - Beginning | \$ - | \$ - | \$ - | |
| Fund Balance - Ending | \$ - | \$ - | \$ - | |

Westside Haines City
Community Development District
Capital Projects Fund - Amenity
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending September 30, 2024

| | Adopted Budget | Prorated Budget Thru 09/30/24 | Actual Thru 09/30/24 | Variance |
|-----------------------------------|-------------------|----------------------------------|-------------------------|---------------------|
| Revenues: | | | | |
| Contributions | \$ - | \$ - | \$ 3,380,000 | \$ 3,380,000 |
| Total Revenues | \$ - | \$ - | \$ 3,380,000 | \$ 3,380,000 |
| Expenditures: | | | | |
| Capital Outlay | \$ - | \$ - | \$ - | \$ - |
| Total Expenditures | \$ - | \$ - | \$ - | \$ - |
| Net Change in Fund Balance | \$ - | | \$ 3,380,000 | |
| Fund Balance - Beginning | \$ - | | \$ - | |
| Fund Balance - Ending | \$ - | | \$ 3,380,000 | |

Westside Haines City
Community Development District
Month to Month

| | Oct | Nov | Dec | Jan | Feb | March | April | May | June | July | Aug | Sept | Total |
|---|------------------|------------------|-------------------|-----------------|-------------------|------------------|------------------|------------------|-----------------|------------------|-----------------|-----------------|-------------------|
| <u>Revenues:</u> | | | | | | | | | | | | | |
| Assessments - Tax Roll | \$ - | \$ 1,824 | \$ 600,475 | \$ 6,228 | \$ 75,146 | \$ 78,944 | \$ 950 | \$ 2,310 | \$ 2,513 | \$ 22 | \$ - | \$ - | \$ 768,412 |
| Assessments - Lot Closing | \$ - | \$ - | \$ - | \$ - | \$ 36,088 | \$ - | \$ - | \$ - | \$ - | \$ 59,980 | \$ - | \$ - | \$ 96,068 |
| Developer Contributions | \$ - | \$ - | \$ 2,975 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,975 |
| Boundary Amendment Contributions | \$ - | \$ 3,175 | \$ - | \$ 2,176 | \$ 354 | \$ - | \$ 215 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,919 |
| Total Revenues | \$ - | \$ 4,999 | \$ 603,450 | \$ 8,403 | \$ 111,587 | \$ 78,944 | \$ 1,165 | \$ 2,310 | \$ 2,513 | \$ 60,002 | \$ - | \$ - | \$ 873,373 |
| <u>Expenditures:</u> | | | | | | | | | | | | | |
| <u>General & Administrative:</u> | | | | | | | | | | | | | |
| Supervisor Fees | \$ 2,000 | \$ 800 | \$ 600 | \$ - | \$ 1,600 | \$ 800 | \$ 800 | \$ 1,000 | \$ - | \$ - | \$ 800 | \$ 800 | \$ 9,200 |
| Engineering | \$ 4,500 | \$ 4,373 | \$ 1,013 | \$ 735 | \$ 8,693 | \$ 1,893 | \$ - | \$ 3,788 | \$ 2,668 | \$ 440 | \$ 608 | \$ (180) | \$ 28,528 |
| Attorney | \$ 3,887 | \$ 4,573 | \$ 3,748 | \$ 1,240 | \$ 10,082 | \$ 7,632 | \$ 9,165 | \$ 2,849 | \$ 2,530 | \$ 993 | \$ 2,606 | \$ 1,834 | \$ 51,137 |
| Annual Audit | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 4,000 | \$ - | \$ - | \$ 4,000 |
| Assessment Administration | \$ 5,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,000 |
| Arbitrage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 450 | \$ 450 |
| Dissemination | \$ 417 | \$ 417 | \$ 417 | \$ 417 | \$ 417 | \$ 417 | \$ 417 | \$ 417 | \$ 500 | \$ 500 | \$ 500 | \$ 500 | \$ 5,333 |
| Trustee Fees | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 337 | \$ - | \$ 337 |
| Management Fees | \$ 3,246 | \$ 3,246 | \$ 3,246 | \$ 3,246 | \$ 3,246 | \$ 3,246 | \$ 3,246 | \$ 3,246 | \$ 3,246 | \$ 3,246 | \$ 3,246 | \$ 3,246 | \$ 38,955 |
| Information Technology | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 1,800 |
| Website Maintenance | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 1,200 |
| Postage & Delivery | \$ 8 | \$ 69 | \$ 44 | \$ 448 | \$ 16 | \$ 62 | \$ 126 | \$ 306 | \$ 300 | \$ 799 | \$ 56 | \$ 152 | \$ 2,384 |
| Insurance | \$ 5,785 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,785 |
| Printing & Binding | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 29 | \$ 3 | \$ - | \$ - | \$ - | \$ - | \$ 32 |
| Legal Advertising | \$ 1,780 | \$ 699 | \$ - | \$ - | \$ - | \$ 2,631 | \$ 2,286 | \$ - | \$ - | \$ 3,407 | \$ - | \$ 369 | \$ 11,173 |
| Other Current Charges | \$ 47 | \$ 39 | \$ 117 | \$ 39 | \$ 156 | \$ 146 | \$ 147 | \$ 155 | \$ 163 | \$ 106 | \$ 194 | \$ 217 | \$ 1,526 |
| Boundary Amendment | \$ 1,905 | \$ 271 | \$ 354 | \$ - | \$ 215 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,744 |
| Office Supplies | \$ 0 | \$ 9 | \$ 5 | \$ 3 | \$ 0 | \$ 6 | \$ 6 | \$ 3 | \$ 3 | \$ 0 | \$ 0 | \$ 3 | \$ 39 |
| Dues, Licenses & Subscriptions | \$ 175 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 175 |
| Total General & Administrative | \$ 28,999 | \$ 14,746 | \$ 9,793 | \$ 6,377 | \$ 24,674 | \$ 17,083 | \$ 16,471 | \$ 12,017 | \$ 9,659 | \$ 13,741 | \$ 8,597 | \$ 7,640 | \$ 169,797 |

Westside Haines City
Community Development District
Month to Month

| | Oct | Nov | Dec | Jan | Feb | March | April | May | June | July | Aug | Sept | Total |
|---------------------------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------------|
| <u>Operations & Maintenance</u> | | | | | | | | | | | | | |
| Cascades Expenditures | | | | | | | | | | | | | |
| <u>Field Expenditures</u> | | | | | | | | | | | | | |
| Property Insurance | \$ - | \$ - | \$ - | \$ - | \$ 3,355 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 90 | \$ - | \$ 3,445 |
| Field Management | \$ 833 | \$ 833 | \$ 833 | \$ 833 | \$ 833 | \$ 833 | \$ 833 | \$ 833 | \$ 833 | \$ 833 | \$ 833 | \$ 833 | \$ 10,000 |
| Landscape Maintenance | \$ 8,805 | \$ 8,805 | \$ 11,780 | \$ 8,805 | \$ 8,805 | \$ 8,805 | \$ 8,805 | \$ 8,805 | \$ 8,805 | \$ 8,805 | \$ 8,805 | \$ 10,410 | \$ 110,240 |
| Landscape Replacement | \$ 2,415 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,765 | \$ - | \$ - | \$ - | \$ - | \$ 4,180 |
| Lake Maintenance | \$ - | \$ - | \$ 175 | \$ 175 | \$ 175 | \$ 175 | \$ 175 | \$ 800 | \$ 175 | \$ 1,775 | \$ 975 | \$ 975 | \$ 5,575 |
| Streetlights | \$ 2,722 | \$ 1,573 | \$ 3,283 | \$ 3,027 | \$ 2,395 | \$ 2,701 | \$ 2,701 | \$ 2,701 | \$ 2,701 | \$ 2,691 | \$ 2,691 | \$ 2,691 | \$ 31,876 |
| Electric | \$ 859 | \$ 636 | \$ 985 | \$ 820 | \$ 660 | \$ 567 | \$ 664 | \$ 746 | \$ 957 | \$ 850 | \$ 844 | \$ 552 | \$ 9,141 |
| Water & Sewer | \$ 5,055 | \$ 894 | \$ 5,986 | \$ 6,601 | \$ 7,471 | \$ 606 | \$ 552 | \$ 6,465 | \$ 7,378 | \$ 7,288 | \$ 5,788 | \$ 4,669 | \$ 58,754 |
| Sidewalk & Asphalt Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Irrigation Repairs | \$ 1,701 | \$ 200 | \$ 593 | \$ 266 | \$ 450 | \$ - | \$ - | \$ - | \$ 131 | \$ 727 | \$ 4,247 | \$ - | \$ 8,315 |
| General Repairs & Maintenance | \$ 3,835 | \$ 836 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 4,671 |
| Field Contingency | \$ - | \$ - | \$ 981 | \$ 960 | \$ 1,365 | \$ 611 | \$ 200 | \$ 4,378 | \$ 200 | \$ 942 | \$ 920 | \$ 200 | \$ 10,756 |
| <u>Amenity Expenditures</u> | | | | | | | | | | | | | |
| Amenity Staff | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Amenity - Electric | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Amenity - Water | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Playground Lease | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Fitness Equipment Lease | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Internet | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pest Control | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Janitorial Service | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Security Services | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pool Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Amenity Repairs & Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Amenity Access Management | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Amenity Contingency | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Reserve | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subtotal Cascades Expenditures | \$ 26,224 | \$ 13,777 | \$ 24,616 | \$ 21,487 | \$ 25,510 | \$ 14,298 | \$ 13,931 | \$ 26,493 | \$ 21,181 | \$ 23,910 | \$ 25,194 | \$ 20,330 | \$ 256,952 |

Westside Haines City
Community Development District
Month to Month

| | Oct | Nov | Dec | Jan | Feb | March | April | May | June | July | Aug | Sept | Total |
|--|--------------------|--------------------|-------------------|--------------------|------------------|------------------|--------------------|--------------------|---------------------|------------------|--------------------|--------------------|--------------------|
| Brentwood Expenditures | | | | | | | | | | | | | |
| <u>Field Expenditures</u> | | | | | | | | | | | | | |
| Property Insurance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Field Management | \$ 625 | \$ 625 | \$ 625 | \$ 625 | \$ 625 | \$ 625 | \$ 625 | \$ 625 | \$ 625 | \$ 625 | \$ 625 | \$ 625 | \$ 7,500 |
| Landscape Replacement & Repair | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,669 |
| Streetlights | \$ 911 | \$ 702 | \$ 218 | \$ 778 | \$ 560 | \$ 777 | \$ 994 | \$ 777 | \$ - | \$ 991 | \$ 774 | \$ 557 | \$ 8,039 |
| Electric | \$ 110 | \$ 31 | \$ 31 | \$ 120 | \$ 31 | \$ 62 | \$ 31 | \$ - | \$ - | \$ 15 | \$ 22 | \$ 35 | \$ 487 |
| Water & Sewer | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 560 | \$ - | \$ - | \$ - | \$ 560 |
| Irrigation Repairs | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 335 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 335 |
| General Repairs & Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 300 | \$ 300 |
| Field Contingency | \$ 3,860 | \$ 3,860 | \$ 4,686 | \$ 7,282 | \$ 4,686 | \$ 4,938 | \$ 4,896 | \$ 4,146 | \$ 1,351 | \$ - | \$ - | \$ - | \$ 39,705 |
| <u>Amenity Expenditures</u> | | | | | | | | | | | | | |
| Amenity Staff | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Amenity - Electric | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Amenity - Water | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Playground Lease | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Fitness Equipment Lease | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Internet | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Amenity Landscaping | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Amenity Landscape Replacement | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Amenity Irrigation Repairs | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pest Control | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Janitorial Service | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Security Services | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Pool Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Amenity Repairs & Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Amenity Access Management | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Amenity Contingency | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Capital Reserve | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subtotal Brentwood Expenditures | \$ 5,507 | \$ 5,218 | \$ 5,560 | \$ 8,804 | \$ 5,902 | \$ 6,736 | \$ 6,545 | \$ 5,548 | \$ 2,536 | \$ 1,632 | \$ 1,420 | \$ 3,186 | \$ 58,595 |
| Other Expenditures | | | | | | | | | | | | | |
| Capital Outlay - Cascades | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 93,308 | \$ - | \$ - | \$ - | \$ 93,308 |
| Capital Outlay - Brentwood | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 220,101 | \$ - | \$ - | \$ - | \$ 220,101 |
| Capital Outlay - Wynnstone | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 149,199 | \$ - | \$ - | \$ - | \$ 149,199 |
| Subtotal Other Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 462,608 | \$ - | \$ - | \$ - | \$ 462,608 |
| Total Operations & Maintenance | \$ 31,731 | \$ 18,995 | \$ 30,176 | \$ 30,292 | \$ 31,412 | \$ 21,034 | \$ 20,476 | \$ 32,041 | \$ 486,326 | \$ 25,541 | \$ 26,614 | \$ 23,517 | \$ 778,155 |
| Total Expenditures | \$ 60,730 | \$ 33,741 | \$ 39,969 | \$ 36,669 | \$ 56,086 | \$ 38,117 | \$ 36,947 | \$ 44,058 | \$ 495,985 | \$ 39,282 | \$ 35,211 | \$ 31,157 | \$ 947,952 |
| Excess (Deficiency) of Revenues over Expenditures | \$ (60,730) | \$ (28,742) | \$ 563,481 | \$ (28,266) | \$ 55,501 | \$ 40,827 | \$ (35,782) | \$ (41,748) | \$ (493,472) | \$ 20,720 | \$ (35,211) | \$ (31,157) | \$ (74,578) |
| Other Financing Sources/(Uses) | | | | | | | | | | | | | |
| Lease Proceeds | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 175,090 | \$ - | \$ 175,090 |
| Total Other Financing Sources/(Uses) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 175,090 | \$ - | \$ 175,090 |
| Net Change in Fund Balance | \$ (60,730) | \$ (28,742) | \$ 563,481 | \$ (28,266) | \$ 55,501 | \$ 40,827 | \$ (35,782) | \$ (41,748) | \$ (493,472) | \$ 20,720 | \$ 139,879 | \$ (31,157) | \$ 100,511 |

Westside Haines City

Community Development District

Long Term Debt Report

| Series 2021, Special Assessment Revenue Bonds | | |
|---|---------------------------------|---------------------|
| Interest Rate: | 2.500%, 3.000%, 3.250%, 4.000% | |
| Maturity Date: | 5/1/2052 | |
| Optional Redemption Date: | 5/1/2031 | |
| Reserve Fund Definition | 50% Maximum Annual Debt Service | |
| Reserve Fund Requirement | \$548,975 | |
| Reserve Fund Balance | \$548,975 | |
| Bonds Outstanding - 7/19/21 | | \$19,810,000 |
| (Less: Principal Payment - 5/1/23) | | (\$400,000) |
| (Less: Principal Payment - 5/1/24) | | (\$410,000) |
| Current Bonds Outstanding | | \$19,000,000 |

| Series 2024, Special Assessment Revenue Bonds | | |
|---|-----------------------------|---------------------|
| Interest Rate: | 4.875%, 5.750%, 6.000% | |
| Maturity Date: | 5/1/2054 | |
| Reserve Fund Definition | Maximum Annual Debt Service | |
| Reserve Fund Requirement | \$2,522,100 | |
| Reserve Fund Balance | \$2,522,100 | |
| Bonds Outstanding - 4/29/24 | | \$35,500,000 |
| Current Bonds Outstanding | | \$35,500,000 |

Westside Haines City
Community Development District
Special Assessment Receipt Schedule
Fiscal Year 2024

| | | | | | | |
|-------------------|----|------------|----|--------------|----|--------------|
| Gross Assessments | \$ | 819,840.06 | \$ | 1,180,856.00 | \$ | 2,000,696.06 |
| Net Assessments | \$ | 762,451.26 | \$ | 1,098,196.08 | \$ | 1,860,647.34 |

ON ROLL ASSESSMENTS

| | | | | | | | | 40.98% | 59.02% | 100.00% |
|--------------|--------------|---------------------|------------------------|-----------------------|-----------------------|--------------------|------------------------|----------------------|------------------------|------------------------|
| | | | | | | | | Series 2021 | | |
| Date | Distribution | Distribution Period | Gross Amount | Commissions | Discount/Penalty | Interest | Net Receipts | O&M Portion | Debt Service | Total |
| 11/24/23 | ACH | 11/06/23 - 11/12/23 | \$4,731.96 | (\$90.85) | (\$189.28) | \$0.00 | \$4,451.83 | \$1,824.26 | \$2,627.57 | \$4,451.83 |
| 12/1/23 | INV#4652078 | 1% Annual Fee | (\$20,006.96) | \$0.00 | \$0.00 | \$0.00 | (\$20,006.96) | (\$8,198.40) | (\$11,808.56) | (\$20,006.96) |
| 12/08/23 | ACH | 11/13/23 - 11/22/23 | \$878,848.48 | (\$16,873.88) | (\$35,154.42) | \$0.00 | \$826,820.18 | \$338,812.24 | \$488,007.94 | \$826,820.18 |
| 12/21/23 | ACH | 11/23/23 - 11/30/23 | \$219,064.08 | (\$4,206.03) | (\$8,762.64) | \$0.00 | \$206,095.41 | \$84,453.24 | \$121,642.17 | \$206,095.41 |
| 12/29/23 | ACH | 12/01/23 - 12/15/23 | \$480,887.08 | (\$9,233.87) | (\$19,193.83) | \$0.00 | \$452,459.38 | \$185,407.64 | \$267,051.74 | \$452,459.38 |
| 01/10/24 | ACH | 12/16/23-12/31/23 | \$11,829.90 | (\$354.90) | (\$229.50) | \$0.00 | \$11,245.50 | \$4,608.15 | \$6,637.35 | \$11,245.50 |
| 01/16/24 | ACH | 10/01/23-12/31/23 | \$0.00 | \$0.00 | \$0.00 | \$3,952.32 | \$3,952.32 | \$1,619.57 | \$2,332.75 | \$3,952.32 |
| 02/09/24 | ACH | 01/01/24-01/31/24 | \$194,010.36 | (\$3,742.51) | (\$6,885.07) | \$0.00 | \$183,382.78 | \$75,146.12 | \$108,236.66 | \$183,382.78 |
| 03/13/24 | ACH | 02/01/24-02/29/24 | \$200,570.30 | (\$3,987.81) | (\$3,931.65) | \$0.00 | \$192,650.84 | \$78,943.96 | \$113,706.88 | \$192,650.84 |
| 04/10/24 | ACH | 03/01/24-03/31/24 | \$2,365.98 | (\$47.32) | \$0.00 | \$0.00 | \$2,318.66 | \$950.13 | \$1,368.53 | \$2,318.66 |
| 05/20/24 | ACH | 01/01/24-03/31/24 | \$0.00 | \$0.00 | \$0.00 | \$860.45 | \$860.45 | \$352.59 | \$507.86 | \$860.45 |
| 05/31/24 | ACH | 04/01/24-04/30/24 | \$4,873.93 | (\$97.48) | \$0.00 | \$0.00 | \$4,776.45 | \$1,957.28 | \$2,819.17 | \$4,776.45 |
| 06/20/24 | ACH | 05/01/24-05/31/24 | \$2,436.94 | (\$48.74) | \$0.00 | \$0.00 | \$2,388.20 | \$978.63 | \$1,409.57 | \$2,388.20 |
| 06/28/24 | ACH | 06/03/24-06/03/24 | \$3,820.46 | (\$76.41) | \$0.00 | \$0.00 | \$3,744.05 | \$1,534.23 | \$2,209.82 | \$3,744.05 |
| 07/25/24 | ACH | 04/01/24-06/30/24 | \$0.00 | \$0.00 | \$0.00 | \$54.66 | \$54.66 | \$22.40 | \$32.26 | \$54.66 |
| TOTAL | | | \$ 1,983,432.51 | \$ (38,759.80) | \$ (74,346.39) | \$ 4,867.43 | \$ 1,875,193.75 | \$ 768,412.04 | \$ 1,106,781.71 | \$ 1,875,193.75 |

| | |
|------|------------------------------|
| 101% | Net Percent Collected |
| 0 | Balance Remaining to Collect |