

*Hamilton Bluff
Community Development District*

Meeting Agenda

February 22, 2023

AGENDA

Hamilton Bluff

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

February 15, 2023

**Board of Supervisors
Hamilton Bluff
Community Development District**

Dear Board Members:

A regular Board of Supervisors meeting of the **Hamilton Bluff Community Development District** will be held on **Wednesday, February 22, 2023**, at **9:45 AM** at **346 E. Central Ave., Winter Haven, FL 33880**.

Zoom Video Link: <https://us06web.zoom.us/j/85649344949>

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

Meeting ID: 856 4934 4949

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 December 21, 2022 Board of Supervisors Meeting and Audit Committee Meeting
4. Consideration of Interlocal Conflict Waiver with Weiberg Road Community Development District
5. Consideration of Interlocal Stormwater Maintenance Agreement with Weiberg Road Community Development District
6. Consideration of Resolution 2023-02 Amending Resolution 2022-38 Directing the Chairperson and District Staff to File a Petition Amending District Boundaries
7. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet & Income Statement
8. Other Business
9. Supervisors Requests and Audience Comments
10. Adjournment

¹ Comments will be limited to three (3) minutes

MINUTES

**MINUTES OF MEETING
HAMILTON BLUFF
COMMUNITY DEVELOPMENT DISTRICT**

The Audit Committee meeting of the Hamilton Bluff Community Development District was held on Wednesday, **December 21, 2022** at 9:46 a.m. at 346 E. Central Ave., Winter Haven, Florida.

Present for the Audit Committee were:

Rennie Heath
Lauren Schwenk *by Zoom*
Bobbie Henley
Jessica Kowalski
Eric Lavoie

Also, present were:

Jill Burns	District Manager, GMS
Lauren Gentry	District Counsel, KVV Law
Lisa Kelley <i>via Zoom</i>	District Engineer, Dewberry

The following is a summary of the discussions and actions taken at the December 21, 2022 Hamilton Bluff Community Development District's Audit Committee Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no members of the public present for the meeting.

THIRD ORDER OF BUSINESS

**Review of Proposals and Tally of Audit
Committee Member Rankings**

- A. Carr, Riggs, & Ingram (CRI)**
- B. DiBartolomeo, McBee, Hartley & Barnes**
- C. Grau & Associates**

Mr. Heath presented the proposals, noting that there were three that had been received. He noted that the 5 sections of selection criteria included the following: the ability of personnel, experience, scope of work, ability to provide services, all of which had 20 points each. He added

that all three firms scored full points in every category, except in price. Carr, Riggs & Ingram scored a total of 98 points with a cost of \$5,000, DiBartolomeo scored 100 points with a cost of \$2,850, and Grau & Associates scored a total of 99 points with a cost of \$3,000.

Mr. Heath noted the rankings were DiBartolomeo #1, Grau & Associates #2, and Carr, Riggs, & Ingram #3. He recommended that they choose DiBartolomeo as the auditor.

On MOTION by Ms. Henley, seconded by Ms. Kowalski, with all in favor, the Tally of Audit Committee Member Rankings with DiBartolomeo, McBee, Hartley & Barnes Ranked #1, was approved.
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FOURTH ORDER OF BUSINESS

Adjournment

Ms. Burns adjourned the meeting.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

**MINUTES OF MEETING
HAMILTON BLUFF
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Hamilton Bluff Community Development District was held on Wednesday, **December 21, 2022** at 9:49 a.m. at 346 E. Central Ave., Winter Haven, Florida.

Present and constituting a quorum were:

Rennie Heath	Chairman
Lauren Schwenk <i>by Zoom</i>	Vice Chairperson
Bobbie Henley	Assistant Secretary
Jessica Kowalski	Assistant Secretary
Eric Lavoie	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Lauren Gentry	District Counsel, KVV Law
Lisa Kelley <i>via Zoom</i>	District Engineer, Dewberry

The following is a summary of the discussions and actions taken at the December 21, 2022 Hamilton Bluff Community Development District's Regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and called roll. Four Supervisors were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no public members present at the meeting.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the October 26, 2022
Board of Supervisors Meeting and Audit
Committee Meeting**

Ms. Burns presented the minutes from the October 26, 2022 Board of Supervisors and Audit Committee meetings and asked for any questions, comments, or corrections. The Board had no changes.

On MOTION by Ms. Kowalski, seconded by Ms. Henley, with all in favor, the Minutes of the October 26, 2022 Board of Supervisors and Audit Committee Meetings, were approved.

FOURTH ORDER OF BUSINESS

Acceptance of the Rankings of the Audit Committee and Authorizing Staff to Send Notice of Intent to Award

Ms. Burns noted that the Audit Committee meeting was held prior to the start of the Board of Supervisors meeting, and the rankings were #1 for DiBartolomeo, McBee, Hartley, & Barnes, #2 for Grau & Associates, and #3 for Carr, Riggs, & Ingram. She asked for a motion to accept the rankings, and authorization for staff to send a Notice of Intent to award DiBartolomeo, and authorization for the Chairman to sign the form of agreement.

On MOTION by Mr. Heath, seconded by Mr. Lavoie, with all in favor, Accepting the Rankings of the Audit Committee and Authorizing Staff to Send Notice of Intent to Award, and Authorizing the Chairman to sign the form of agreement, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Contract Agreement with Polk County Property Appraiser

Ms. Burns asked for a motion to renew the contract agreement with the Polk County property appraiser.

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

SIXTH ORDER OF BUSINESS

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

Ms. Burns asked for a motion to approve the 2023 Data Sharing and Usage Agreement with the Polk County property appraiser.

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

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Gentry had nothing further to report.

B. Engineer

Ms. Kelley had nothing further to report.

C. District Manager's Report

i. Approval of Check Register

Ms. Burns presented the check register totaling \$3,323.77. There being no questions from the Board, she asked for a motion of approval.

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

ii. Balance Sheet and Income Statement

Ms. Burns presented the unaudited financial reports. This was for informational purposes only and there was no action required from the Board.

EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

TENTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

CLIENT DISCLOSURE AND CONSENT

Kilinski Van Wyk, PLLC (formerly known as KE Law Group, PLLC) (“KVV”) presently serves as district counsel for both the Weiberg Road Community Development District (“WRCDD”) and the Hamilton Bluff Community Development District (“HBCDD,” and together with WRCDD, the “Parties”). KVV has been asked by WRCDD to represent its interests in relation to the shared use of certain stormwater facilities within its boundaries by the HBCDD, which representation includes, but is not limited to, the preparation of an interlocal agreement between HBCDD and WRCDD addressing HBCDD’s contribution for maintenance as well as rights for access, maintenance, and drainage. As a result of KVV’s existing representation of the HBCDD, if KVV agrees to represent WRCDD with respect to this matter, KVV may be confronted with an actual and/or potential conflict of interest under Florida Rule of Professional Conduct 4-1.7 of the Rules Regulating the Florida Bar.

KVV believes that it can provide competent and diligent representation of the Parties with respect to this matter. KVV also believes, based on conversations with WRCDD and HBCDD, that the Parties’ interests are sufficiently aligned so as to allow for joint representation of the Parties. After discussion with KVV and the opportunity for discussion with independent counsel not affiliated with KVV regarding the actual and/or potential conflicts of interest described above, WRCDD and HBCDD have determined that there is no conflict of interest that would adversely affect the responsibilities of KVV to each party, respectively, due to the anticipated representation of HBCDD and WRCDD. WRCDD also acknowledges that HBCDD’s interests are not materially adverse to the interests of WRCDD, and likewise HBCDD acknowledges that WRCDD’s interests are not materially adverse to the interests of HBCDD.

Accordingly, the undersigned Parties hereby waive any actual or potential conflict of interest which may be presented by KVV's representation of HBCDD and WRCDD with respect to this matter, as more specifically discussed at the February 22, 2023, meetings of the WRCDD and HBCDD Boards of Supervisors.

Moreover, WRCDD and HBCDD acknowledge and agree that, while this mutual representation involves the achievement of a mutual goal of the Parties relative to HBCDD's use of the stormwater facilities and contributions for their maintenance, in the event of a dispute between WRCDD and HBCDD related to the use of said stormwater facilities, KVV's representation of the Parties related to the use of said stormwater facilities will terminate and the Parties will be responsible for acquiring new legal representation with respect to any such dispute. Upon such termination, KVV shall take such actions as are reasonable and necessary to protect the interests of the Parties until replacement counsel for the use of the stormwater facilities is procured, which procurement shall occur within a reasonable time.

As evidence of this disclosure and the consent to KVV's representation of HBCDD and WRCDD as discussed herein, the signature of a person authorized to give this consent appears below.

**WEIBERG ROAD COMMUNITY
DEVELOPMENT DISTRICT**

**HAMILTON BLUFF COMMUNITY
DEVELOPMENT DISTRICT**

Chairman, Board of Supervisors

Chairman, Board of Supervisors

Date: _____

Date: _____

SECTION V

This instrument was prepared by:

KE LAW GROUP PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

INTERLOCAL STORMWATER MAINTENANCE AGREEMENT

THIS INTERLOCAL STORMWATER MAINTENANCE AGREEMENT ("Agreement") is made this ____ day of January, 2023, by HAMILTON BLUFF COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the Town of Lake Hamilton, Polk County, Florida, and whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 ("Grantee") and to WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the Town of Dundee, Polk County, Florida, and whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 ("Grantor") (collectively, Grantor and Grantee are referred to as "Parties").

RECITALS:

A. Grantor is anticipated to own a tract of land lying within the Town of Dundee, Florida, more particularly described as "Pond 1" in the map attached at Exhibit A (the "Parcel"); and

B. The Parcel contains a stormwater lake, pipes, swales, and other related stormwater conveyance appurtenances which are components of the stormwater management system within the Grantor's boundaries (collectively, the "Stormwater Facility"), and which are anticipated to be owned, operated, and maintained by Grantor pursuant to ERP No. 45584.000 (the "Permit"), attached hereto as Exhibit B.

C. The Stormwater Facility jointly accommodates the stormwater from development within the Grantor and the Grantee's boundaries.

D. The Parties are entering this Agreement to memorialize the Parties' rights and obligations with regard to their joint use of the Stormwater Facility to serve both the Grantor and the Grantee.

NOW THEREFORE, for and in consideration of the premises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. Future Easement. Upon conveyance of the Parcel to the Grantor, the Grantor covenants to grant to Grantee via a separate document a non-exclusive easement for treatment, attenuation, drainage and flowage of stormwater from property within the Grantee's boundaries, over, across and into those portions of the Stormwater Facility located within the Easement Area.

2. Retained Rights. Subject to the rights granted to Grantee herein or by any future easement, the Grantor retains the right to use the Parcel and Stormwater Facility for any and all other purposes and uses

which do not interfere with the Grantee's permitted use thereof. This shall include the right to modify the Stormwater Facility consistent with applicable governmental regulations and approvals so long as such modifications do not substantially diminish the Grantee's stormwater capacity in the Stormwater Facility as set forth in Section 3, below.

3. Stormwater Capacity Conveyed to Grantee. The Grantee shall have the right to utilize those portions of the Stormwater Facility contained within the Parcel to accommodate stormwater from the property within the Grantee's boundaries. Specifically, Grantor is anticipated to utilize approximately 41.7% of the volume of the Stormwater Facility, and Grantee is anticipated to utilize approximately 58.3% of the volume of the Stormwater Facility.

4. Maintenance and Operation of Stormwater Facility; Shared Costs.

a. Grantor shall perform maintenance of and repairs to the Stormwater Facility as necessary to comply with the Permit. This shall, at a minimum, require Grantor to maintain the Stormwater Facility in compliance with applicable governmental regulations and to perform all necessary inspections, reports, repairs, and maintenance.

b. As consideration for the rights set forth in this Agreement, Grantee shall pay to Grantor 58.3% of Grantor's anticipated operation and maintenance expenditures attributable to the Stormwater Facility for each Fiscal Year, as set forth in Grantor's annual budget, within 45 days of an invoice from the Grantor specifying the amount to be paid. The Parties acknowledge that this amount corresponds to the approximate proportionate share of Stormwater Facility volume as set forth in Section 3 above, and bears a reasonable and rational relationship to the Grantee's use of the Stormwater Facility. Grantee shall also pay 58.3% of the costs of capital repairs or restoration which are necessary for compliance with the Permit or other governmental regulations and which are not included in the regular operations and maintenance budget.

c. Notwithstanding Paragraph 4.a, above, Grantee is hereby granted the concurrent right and authority, but not the obligation, to maintain the Stormwater Facility within the Easement Area in compliance with applicable governmental regulations, if Grantor fails to do so. Before undertaking such maintenance, Grantee shall provide thirty (30) days' written notice to Grantor. If, thirty (30) days following Grantor's receipt of such notice (or such other time as the Parties may deem reasonable), Grantor has not performed the required maintenance, it may be performed by Grantee, and costs shall be shared as set forth in Paragraph 4.b. above. Any work performed on Grantor's property pursuant to this provision shall be performed only by a licensed and insured contractor, and Grantor shall be named as an additional insured party on all applicable insurance policies.

d. Nothing herein shall be deemed to waive the sovereign immunity protections or limitation of liability afforded to Grantor and Grantee by Section 768.28, *Florida Statutes*, or other law.

5. Notices. Any notice provided by the Parties under the terms of this Agreement shall be deemed given or served pursuant to this paragraph. Notices shall be personally delivered or mailed United States registered or certified mail, return receipt requested, postage prepaid, properly addressed as follows:

To Grantee:

Jill Burns, District Manager
219 E. Livingston Street
Orlando, Florida 32801

Copy to:

KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

To Grantor:

Jill Burns, District Manager
219 E. Livingston Street
Orlando, Florida 32801

Copy to:

KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

6. Binding Nature; Assignment. The covenants and agreements of the Parties and the restrictions and limitations affecting the Stormwater Facility set forth in this instrument, shall be binding upon, inure to the benefit of, and be enforceable in actions at law and in equity by the Parties and their respective successors in interest for so long as they respectively have an interest in the same.

7. Entire Agreement. This Agreement sets forth the entire agreement of the Parties, and may not be modified except in writing, executed by the Parties. This Agreement shall not be construed more strictly against one party than the other because it may have been drafted by one of the Parties or its counsel, each party having contributed substantially and materially to the negotiation and drafting hereof.

8. Effective Date. This Agreement shall be effective upon its being executed by the last of the Parties and recorded in the public records of Polk County, Florida.

(Signature Pages Follow)

[SIGNATURE PAGE FOR STORMWATER MAINTENANCE AGREEMENT]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated below.

Signed, sealed and delivered
in our presence:

WEIBERG ROAD COMMUNITY DEVELOPMENT DISTRICT

Signature

Printed Name

By: _____
Its: _____

Signature

Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023 by _____, as _____ of the Weiberg Road Community Development District and on behalf of said District. He is personally known to me [] or has produced [] _____, as identification.

(AFFIX SEAL)

Notary Public - State of Florida

Printed Name: _____

Commission Expires: _____

Commission No.: _____

[SIGNATURE PAGE FOR STORMWATER MAINTENANCE AGREEMENT]

Signed, sealed and delivered
in our presence:

HAMILTON BLUFF COMMUNITY DEVELOPMENT
DISTRICT

Signature

Printed Name

By: _____
Its: _____

Signature

Printed Name

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2023 by _____, as _____ of the Hamilton Bluff Community Development District and on behalf of said District. He is personally known to me [] or has produced [] _____, as identification.

(AFFIX SEAL)

Notary Public - State of Florida

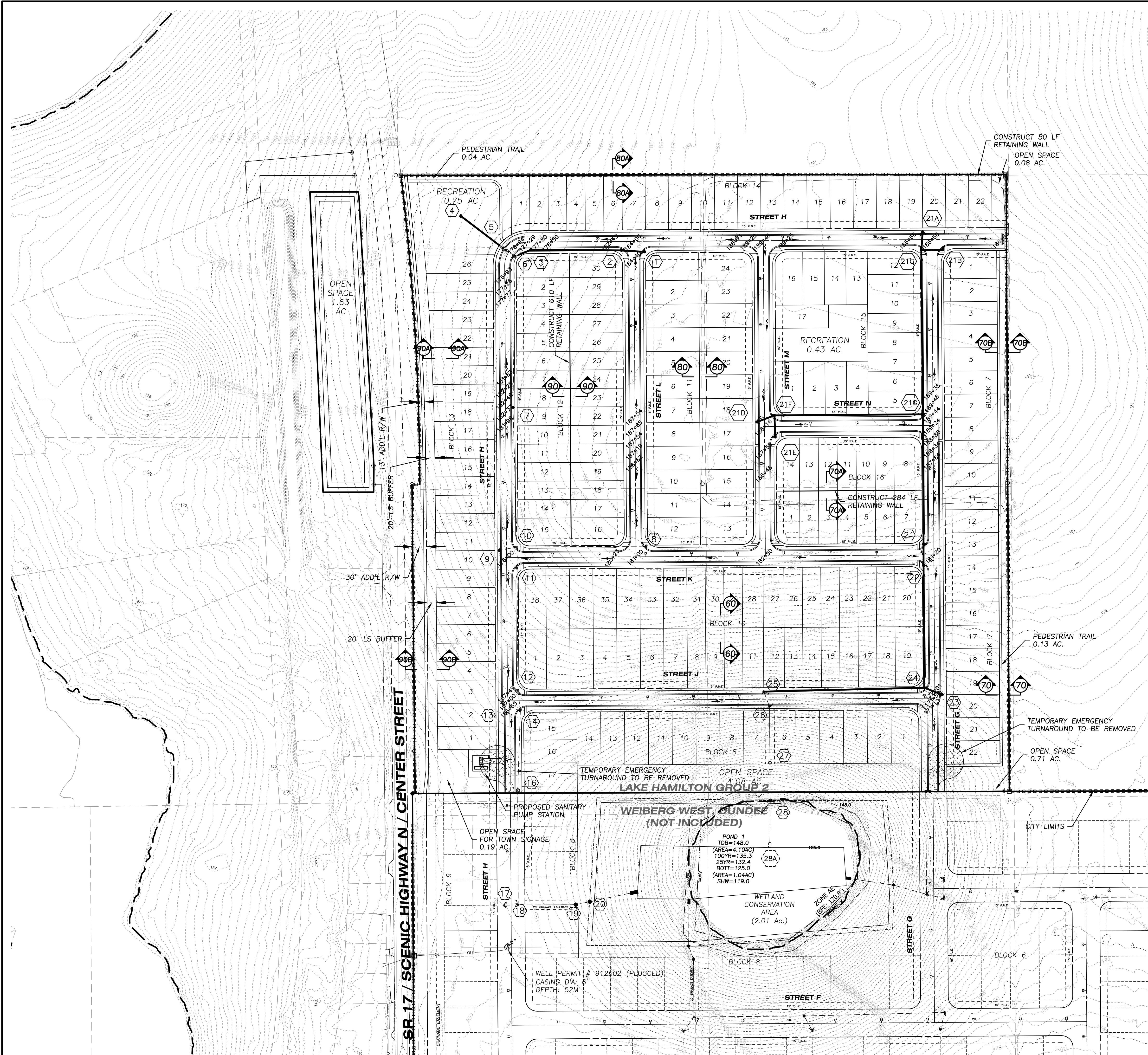
Printed Name: _____

Commission Expires: _____

Commission No.: _____

EXHIBIT "A"
(Stormwater Facility)

P:\A20-2043 Cassidy\0003 Lake Hamilton\DWG\Construction\CG-401.dwg (MDP) jlm Dec 07, 2022 - 9:34am



LEGEND

EXISTING	PROPOSED	DESCRIPTION
[Symbol]	[Symbol]	STORM DRAINAGE STRUCTURE
[Symbol]	[Symbol]	STRUCTURE NO.
[Symbol]	[Symbol]	SPOT ELEVATION
[Symbol]	[Symbol]	CONTOUR
[Symbol]	[Symbol]	DIRECTION OF SURFACE FLOW
[Symbol]	[Symbol]	SWFMD WETLAND LINE
[Symbol]	[Symbol]	25' WETLAND CONSERVATION AREA SETBACK LINE
[Symbol]	[Symbol]	FEMA FLOOD ZONE DELINEATION LINE
[Symbol]	[Symbol]	POND BORING
[Symbol]	[Symbol]	PHASE LINE
[Symbol]	[Symbol]	STAKED EROSION CONTROL/SWFMD PROJECT LIMITS - 73.64 AC.)

SEE SHEET 7 FOR CONTINUATION

NOTES:

- ALL EXISTING STRUCTURES, PIPES, SLABS & BUILDINGS WITHIN THE EROSION CONTROL TO BE REMOVED UNLESS OTHERWISE NOTED.
- ANY WELLS ENCOUNTERED ONSITE WILL BE PROPERLY ABANDONED BY A LICENSED WELL CONTRACTOR IN ACCORDANCE WITH SWFMD REGULATIONS (RULE 400-3.531(2), F.A.C.).

BENCHMARK INFORMATION

No. 25334 A (NGS), ELEVATION 217.43 (NAVD88), NORTH OF THE CENTERLINE OF WATERTANK ROAD AND WEST OF THE APPROXIMATE CENTERLINE OF THE UNPAVED COMMUNICATIONS TOWER DRIVEWAY LOCATED WEST OF THE INTERSECTION OF STATE ROAD 17 AND WATER TANK ROAD. CONVERSION FROM NAVD88 TO NGVD29 = +0.95

ABSOLUTE ENGINEERING, INC.

1000 N. ASHLEY DRIVE, SUITE 205
TAMPA, FLORIDA 33602
C.A. NO. 28358
(813) 221-1516 TEL
(813) 344-0100 FAX

MASTER DRAINAGE PLAN

LAKE HAMILTON GROUPS 2 & 5
TOWN OF LAKE HAMILTON
POLK COUNTY NAME, FLORIDA

NO.	DATE	REVISION	BY	SHEET TITLE
1	09-07-22	WELL	JLM	
2	12-07-22	SWFMD PROJECT LIMITS	JLM	

DATE: 05/06/2022
SEC TWP RING: 27/28S/21.22E
JOB #: A22-0043-0018
DRAWN BY: MJB
CHECKED BY: WERTZ

December 7, 2022

6

EXHIBIT "B"
(ERP No. 45584.000)



Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal
Opportunity
Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

July 19, 2022

GLK Real Estate LLC
Attn: Lauren Schwenk
346 East Central Avenue
Winter Haven, FL 33880

Subject: **Notice of Intended Agency Action - Approval
ERP Individual Construction**

Project Name: Weiberg West Subdivision
App ID/Permit No: 836719 / 43045584.000
County: Polk
Sec/Twp/Rge: S21/T28S/R27E, S22/T28S/R27E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

cc: Yanisa Angulo
Heather Wertz, P.E., Absolute Engineering, Inc.



An Equal
Opportunity
Employer

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Service Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

July 19, 2022

GLK Real Estate LLC
Attn: Lauren Schwenk
346 East Central Avenue
Winter Haven, FL 33880

Subject: **Notice of Agency Action - Approval
ERP Individual Construction**

Project Name: Weiberg West Subdivision
App ID/Permit No: 836719 / 43045584.000
County: Polk
Sec/Twp/Rge: S21/T28S/R27E, S22/T28S/R27E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Approved Permit w/Conditions Attached
 [As-Built Certification and Request for Conversion to Operation Phase](#)
 Notice of Authorization to Commence Construction
 Notice of Rights
cc: Yanisa Angulo
 Heather Wertz, P.E., Absolute Engineering, Inc.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION
PERMIT NO. 43045584.000**

EXPIRATION DATE: July 19, 2027

PERMIT ISSUE DATE: July 19, 2022

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: Weiberg West Subdivision

GRANTED TO: GLK Real Estate LLC
Attn: Lauren Schwenk
346 East Central Avenue
Winter Haven, FL 33880

OTHER PERMITTEES: N/A

ABSTRACT: This permit authorization is for the construction of a stormwater management system serving an 88.60-acre residential subdivision. The proposed activities include the construction of a 98-lot residential subdivision and the mass grading of approximately 30.15-acres of project area on the northwest corner of the site for future development. Three (3) new online retention ponds will provide treatment for runoff and attenuation of the project site. The project is located on the east side of Center Street, north of East Main Street, in Dundee, Polk County.

For the areas shown on the construction drawings as Future, a permit modification shall be obtained for any construction in these areas outside of the aforementioned clearing and mass grading.

OP. & MAIN. ENTITY: Weiberg West CDD

OTHER OP. & MAIN. ENTITY: N/A

COUNTY: Polk

SEC/TWP/RGE: S21/T28S/R27E, S22/T28S/R27E

**TOTAL ACRES OWNED
OR UNDER CONTROL:**

88.64

PROJECT SIZE: 88.60 Acres

LAND USE: Residential

DATE APPLICATION FILED: November 12, 2021

AMENDED DATE: N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
Pond 1	4.10	ON-LINE RETENTION
Pond 2	1.30	ON-LINE RETENTION
Pond 3	5.43	ON-LINE RETENTION
	Total: 10.83	

Water Quantity/Quality Comment:

The proposed ponds provide treatment for runoff from the site via online retention. Pond 1 has been designed to provide treatment for approximately 9.90-acres of offsite runoff entering the site via overland flow. In order to meet closed basin criteria, the stormwater system will retain all contributing runoff generated in the post-development condition for the 100-year, 24-hour storm event. The plans and calculations reflect the North American Vertical Datum of 1988 (NAVD 88).

A mixing zone is not required.

A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.00	0.00	Equivalent Excavation	N/A

Floodplain Comment:

The proposed project will result in permanent impacts to 2.01-acres of onsite wetlands for the construction of Pond 1 in its place. The Engineer-of-Record included the existing wetland feature within the pre-development stormwater analysis of the site and has demonstrated the proposed Pond 1 will retain all volumetric runoff from its contributing basin in the post-development condition. No adverse impacts are anticipated.

*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Wetland 1	2.01	0.00	2.01	0.87	0.00	0.00
Total:	2.01	0.00	2.01	0.87	0.00	0.00

* For impacts that do not require mitigation, their functional loss is not included.

Wetland/Other Surface Water Comments:

There are 2.01 acres of wetlands (FLUCCS 641) located within the project area for this ERP. Permanent dredging impacts to 2.01 acres of wetlands (FLUCCS 641) will occur for construction of a stormwater management system. Permanent filling impacts to 2.01 acres of qualifying wetlands were evaluated using the Uniform Mitigation Assessment Method (UMAM) as required pursuant to Chapter 62-345, F.A.C. The results of the UMAM analysis indicate a functional loss of 0.87 units due to the permanent impacts proposed. There are no other surface water features located within the project area.

Mitigation Information

Name	Creation		Enhancement		Preservation		Restoration		Enhancement +Preservation		Other	
	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain	Acres	Functional Gain
Boran Ranch Mitigation Bank	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.87
Total:	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.87

Mitigation Comments:

Wetland mitigation for permanent dredging impacts will be provided by the purchase of 0.87 freshwater herbaceous credits from the Boran Ranch Mitigation Bank, ERP No.49026121.000. The results of the UMAM analysis indicate a relative functional gain of 0.87 units. The UMAM analysis determined that the mitigation provided by the permit adequately offsets the project's proposed impacts to functional wetland habitat.

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted stormwater management system, and the locations and limits of all wetlands, wetland buffers, upland buffers for water quality treatment, 100-year floodplain areas and floodplain compensation areas, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the As-Built Certification and Request for Conversion to Operational Phase Form, and prior to beneficial occupancy or use of the site.
4. The following language shall be included as part of the deed restrictions for each lot:

"Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Southwest Florida Water Management District."
5. For dry bottom retention systems, the retention area(s) shall become dry within 72 hours after a rainfall event. If a retention area is regularly wet, this situation shall be deemed to be a violation of this permit.
6. For the areas shown on the construction drawings as Future, a permit modification shall be obtained for any construction in this area outside of the clearing and mass grading approved under this permit authorization.
7. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
8. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
9. The Permitted Plan Set for this project includes: the set received by the District on January 5, 2022.
10. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention, the inspections shall be performed 24 months after operation is authorized and every 24 months thereafter.

The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

11. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan

must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.

12. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
13. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
14. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
15. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
16. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.
17. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
18. The Permittee shall not begin construction within the project area until the Boran Ranch Mitigation Bank has received a permit modification authorizing the withdrawal of 0.87 freshwater herbaceous credits from mitigation bank permit number 49026121.000, and a copy of this modification is provided to the District, or this permit has been modified to provide an equivalent level of mitigation to be completed by the Permittee. Initiation of construction prior to issuance of the required permit modification shall be a violation of this permit.
19. This permit does not authorize the Permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.
20. A "Recorded notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be recorded in the public records of the County(s) where the project is located.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

David Kramer, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
 - a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
 - b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
 - c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
 - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5),F.A.C. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
 - e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
 - f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 2. For all other activities - "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
 3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
 - g. If the final operation and maintenance entity is a third party:

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
 2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310 (2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
1. Immediately if any previously submitted information is discovered to be inaccurate; and
 2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving

subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S. (2012).

- o. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
 - p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
 - q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
 - r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION

Weiberg West Subdivision

PROJECT NAME

Residential

PROJECT TYPE

Polk

COUNTY

S21/T28S/R27E, S22/T28S/R27E

SEC(S)/TWP(S)/RGE(S)

GLK Real Estate LLC

PERMITTEE

APPLICATION ID/PERMIT NO: 836719 / 43045584.000

DATE ISSUED: July 19, 2022



David Kramer, P.E.

Issuing Authority

THIS NOTICE SHOULD BE CONSPICUOUSLY
DISPLAYED AT THE SITE OF THE WORK

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

SECTION VI

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HAMILTON BLUFF COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION NO. 2022-38, DIRECTING THE CHAIRPERSON AND DISTRICT STAFF TO FILE A PETITION WITH THE TOWN OF LAKE HAMILTON, FLORIDA, REQUESTING THE ADOPTION OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("Act"), as established by Ordinance No. O-22-06, adopted by the Town Council of the Town of Lake Hamilton, Florida, effective March 1, 2022 (the "Ordinance"), and being situated within the Town of Lake Hamilton, Florida (the "Town"); and

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

WHEREAS, the District presently consists of approximately 259.72 acres of land, more or less, as more fully described in the Ordinance; and

WHEREAS, the District previously adopted Resolution No. 2022-38, authorizing an amendment to the District's boundaries, and now wishes to amend said resolution to authorize an additional amendment to the boundaries; and

WHEREAS, the developer of the lands within the District ("Developer"), has approached the District and requested the District petition to amend its boundaries to add approximately 74.92 acres of land, more or less, and remove approximately 19.10 acres of land, more or less, as more particularly described in the attached **Exhibit A** (together, "Boundary Amendment Parcels"), with precise acreage subject to confirmation; and

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

WHEREAS, conveyance of the Boundary Amendment Parcels in **Exhibit A** to the Developer is not inconsistent with either the State or local comprehensive plans; and

WHEREAS, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District’s Board of Supervisors (“Board”); and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HAMILTON BLUFF COMMUNITY DEVELOPMENT DISTRICT:

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

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

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

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

PASSED AND ADOPTED this 22nd day of February, 2023.

ATTEST:

**HAMILTON BLUFF COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Boundary Amendment Parcels

EXHIBIT A
Boundary Amendment Parcels

EXPANSION PARCELS

Parcel ID No. 272821-000000-014020
SE1/4 OF SW1/4 OF NE1/4

Parcel ID No. 272821-000000-014040
SW1/4 OF SW1/4 OF NE1/4

Parcel ID No. 272821-000000-014030
NW1/4 OF SW1/4 OF NE1/4

Parcel ID No. 272821-000000-014010
NE1/4 OF SW1/4 OF NE1/4

Parcel ID No. 272822-000000-034020
BEG 370 FT N OF SW COR OF NW1/4 OF SW1/4 OF NW1/4 RUN E 210 FT N 210 FT W 210 FT S TO BEG

Parcel ID No. 272822-000000-034030
NW1/4 OF SW1/4 OF NW1/4 LESS BEG 160 FT N OF SW COR RUN E 210 FT N 420 FT W 210 FT S TO BEG

Parcel ID No. 272822-000000-034040
SW1/4 OF SW1/4 OF NW1/4 LESS E 223 FT LESS S 20 FT FOR RD

Parcel ID No. 272822-000000-034050
BEG 160 FT N OF SW COR OF NW1/4 OF SW1/4 OF NW1/4 RUN N 210 FT E 210 FT S 210 FT W 210 FT TO BEG

Parcel ID No. 272822-000000-034090
NE1/4 OF SW1/4 OF NW1/4

Parcel ID No. 272822-000000-034100
BEG SW COR OF SE1/4 OF SW1/4 OF NW1/4 RUN E 140 FT N 209 FT E 520 FT N TO NE COR OF TRACT W TO NW COR OF TRACT S TO BEG LESS S 20 FT OF W 140 FT FOR RD & LESS W 75 FT OF N 150 FT

Parcel ID No. 272822-000000-034110
BEG 140 FT E OF SW COR OF SE1/4 OF SW1/4 OF NW1/4 RUN E 117 FT N 209 FT W 117 FT S TO BEG LESS S 20 FT FOR RD

Parcel ID No. 272822-000000-034160
N 350 FT OF E 132 FT OF SW1/4 OF SW1/4 OF NW1/4 LESS W 7 FT & LESS N 325 FT

Parcel ID No. 272822-000000-034180
W 75 FT OF N 150 FT OF SE1/4 OF SW1/4 OF NW1/4 & N 150 FT OF E 132 FT OF SW1/4 OF SW1/4 OF NW1/4 LESS W 7 FT FOR R/W

CONTRACTION PARCEL

Parcel ID No. 272816-823000-036020
LAKE HAMILTON PB 3A PG 34 BLK 36 LOTS 2 & 3

SECTION VII

SECTION C

SECTION 1

Hamilton Bluff

Community Development District

Summary of Checks

December 14, 2022 to January 31, 2023

Bank	Date	Check No.'s	Amount
General Fund	12/27/22	36-42	\$ 12,443.06
	1/18/23	43-49	\$ 6,464.17
			<hr/> \$ 18,907.23
			<hr/> \$ 18,907.23

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
12/27/22	00011	10/26/22	BH102620 202210 310-51300-11000 SUPERVISOR FEES 10/26/22	BOBBIE HENLEY	*	200.00	200.00 000036
12/27/22	00007	8/26/22	2161640- 202207 310-51300-31100 ENGINEER SERVICES-JUL 22		*	510.00	
		8/26/22	2161640- 202207 310-51300-31100 ENGINEER SERVICES-JUL 22		*	110.00	
		8/26/22	2161640- 202207 310-51300-49100 BOUNDARY AMENDMENT-JUL 22		*	825.00	
		9/19/22	2175193 202209 310-51300-49100 BOUNDARY AMENDMENT-AUG 22		*	55.00	
			DEWBERRY ENGINEERS INC.				1,500.00 000037
12/27/22	00013	10/26/22	EL102620 202210 310-51300-11000 SUPERVISOR FEES 10/26/22	ERIC LAVOIE	*	200.00	200.00 000038
12/27/22	00001	10/01/22	9 202210 310-51300-34000 MANAGEMENT FEES - OCT 22		*	2,916.67	
		10/01/22	9 202210 310-51300-35200 WEBSITE MANAGEMENT-OCT 22		*	100.00	
		10/01/22	9 202210 310-51300-35100 INFORMATION TECH - OCT 22		*	150.00	
		10/01/22	9 202210 310-51300-51000 OFFICE SUPPLIES		*	.15	
		10/01/22	9 202210 310-51300-42000 POSTAGE		*	2.57	
		11/01/22	10 202211 310-51300-34000 MANAGEMENT FEES - NOV 22		*	2,916.67	
		11/01/22	10 202211 310-51300-35200 WEBSITE MANAGEMENT-NOV 22		*	100.00	
		11/01/22	10 202211 310-51300-35100 INFORMATION TECH - NOV 22		*	150.00	
		11/01/22	10 202211 310-51300-51000 OFFICE SUPPLIES		*	2.50	
			GOVERNMENTAL MANAGEMENT SERVICES-CF				6,338.56 000039
12/27/22	00012	10/26/22	JK102620 202210 310-51300-11000 SUPERVISOR FEES 10/26/22	JESSICA KOWALSKI	*	200.00	200.00 000040
12/27/22	00005	9/09/22	3993 202208 310-51300-49100 BOUNDARY AMENDMENT - FR#6		*	1,786.00	
		10/04/22	4240 202209 310-51300-31500 GENERAL COUNSEL - SEP 22		*	214.00	

HAMB HAMILTON BLUFF NRUIZ

CHECK	VEND#	.....INVOICE.....	...EXPENSED TO...	VENDOR NAME				STATUS	AMOUNT	....CHECK.....	
DATE		DATE	INVOICE	YRMO	DPT	ACCT#	SUB	SUBCLASS		AMOUNT	#
TOTAL FOR REGISTER										18,907.23	

SECTION 2

Hamilton Bluff
Community Development District

Unaudited Financial Reporting
January 31, 2023



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Hamilton Bluff

Community Development District

Combined Balance Sheet

January 31, 2023

	<i>General Fund</i>	
Assets:		
<u>Cash:</u>		
Operating Account	\$	28,463
Due From Other	\$	1,902
Total Assets	\$	30,365
Liabilities:		
Accounts Payable	\$	6,794
Total Liabilites	\$	6,794
Fund Balance:		
Unassigned	\$	23,571
Total Fund Balances	\$	23,571
Total Liabilities & Fund Balance	\$	30,365

Hamilton Bluff
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending January 31, 2023

	Adopted Budget	Prorated Budget Thru 01/31/23	Actual Thru 01/31/23	Variance
Revenues:				
Developer Contributions	\$ 431,810	\$ 40,000	\$ 40,000	\$ -
Boundary Amendment Contributions	\$ -	\$ -	\$ 1,659	\$ 1,659
Total Revenues	\$ 431,810	\$ 40,000	\$ 41,659	\$ 1,659
Expenditures:				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 4,000	\$ 1,800	\$ 2,200
Engineering	\$ 15,000	\$ 5,000	\$ 2,443	\$ 2,558
Attorney	\$ 25,000	\$ 8,333	\$ 3,441	\$ 4,893
Annual Audit	\$ 4,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ -	\$ -	\$ -
Arbitrage	\$ 450	\$ -	\$ -	\$ -
Dissemination	\$ 5,000	\$ -	\$ -	\$ -
Trustee Fees	\$ 3,600	\$ -	\$ -	\$ -
Management Fees	\$ 35,000	\$ 11,667	\$ 11,667	\$ (0)
Information Technology	\$ 1,800	\$ 600	\$ 600	\$ -
Website Maintenance **	\$ 1,200	\$ 400	\$ 400	\$ -
Telephone	\$ 300	\$ 100	\$ -	\$ 100
Postage & Delivery	\$ 1,000	\$ 333	\$ 3	\$ 330
Insurance	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Printing & Binding	\$ 1,000	\$ 333	\$ -	\$ 333
Legal Advertising	\$ 10,000	\$ 3,333	\$ 921	\$ 2,412
Boundary Amendment Expenses	\$ -	\$ -	\$ 779	\$ (779)
Other Current Charges	\$ 5,000	\$ 1,667	\$ -	\$ 1,667
Office Supplies	\$ 625	\$ 208	\$ 5	\$ 203
Travel Per Diem	\$ 660	\$ 220	\$ -	\$ 220
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative	\$ 131,810	\$ 41,370	\$ 27,234	\$ 14,136
<u>Operations & Maintenance</u>				
Playground Lease	\$ 50,000	\$ -	\$ -	\$ -
Field Contingency	\$ 250,000	\$ -	\$ -	\$ -
Total Operations & Maintenance	\$ 300,000	\$ -	\$ -	\$ -
Total Expenditures	\$ 431,810	\$ 41,370	\$ 27,234	\$ 14,136
Excess (Deficiency) of Revenues over Expenditures	\$ -		\$ 14,425	
Fund Balance - Beginning	\$ -		\$ 9,146	
Fund Balance - Ending	\$ -		\$ 23,571	

Hamilton Bluff
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Revenues:</u>													
Developer Contributions	\$ 20,000	\$ -	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	40,000
Boundary Amendment Contributions	\$ -	\$ 1,659	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,659
Total Revenues	\$ 20,000	\$ 1,659	\$ -	\$ 20,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	41,659
<u>Expenditures:</u>													
<u>General & Administrative:</u>													
Supervisor Fees	\$ 800	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,800
Engineering	\$ 2,298	\$ -	\$ 145	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,443
Attorney	\$ 1,026	\$ -	\$ 2,415	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,441
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Assessment Administration	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dissemination	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Trustee Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Management Fees	\$ 2,917	\$ 2,917	\$ 2,917	\$ 2,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	11,667
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	600
Website Maintenance **	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	400
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage & Delivery	\$ 3	\$ -	\$ -	\$ 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3
Insurance	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,000
Printing & Binding	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Legal Advertising	\$ 270	\$ 350	\$ 302	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	921
Boundary Amendment Expenses	\$ 779	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	779
Other Current Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Office Supplies	\$ 0	\$ 3	\$ -	\$ 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5
Travel Per Diem	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total General & Administrative	\$ 13,516	\$ 3,519	\$ 7,028	\$ 3,170	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	27,234
<u>Operations & Maintenance:</u>													
Playground Lease	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Field Contingency	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Operations & Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Expenditures	\$ 13,516	\$ 3,519	\$ 7,028	\$ 3,170	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	27,234
Excess (Deficiency) of Revenues over Expenditures	\$ 6,484	\$ (1,860)	\$ (7,028)	\$ 16,830	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	14,425