

***Highland Meadows West
Community Development District***

Agenda

July 10, 2019

AGENDA

Highland Meadows West

Community Development District

135 W. Central Blvd., Suite 320, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

July 3, 2019

**Board of Supervisors
Highland Meadows West
Community Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Highland Meadows West Community Development District** will be held **Wednesday, July 10, 2019 at 3:00 PM at 346 E Central Ave., Winter Haven, Florida 33880**. Following is the advance agenda for the 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 June 19, 2019 Board Meeting
4. Public Hearing
 - A. Budget
 - i. Consideration of Resolution 2019-10 Adopting the Fiscal Year 2020 Budget and Relating to Annual Appropriations
5. Consideration of Developer Funding Agreement for Fiscal Year 2020
6. Consideration of Revised Proposal from VGlobal Tech to Include Quarterly Site Audit
7. Ratification of Acceptance of Fiscal Year 2018 Audit
8. Consideration of Disclosure of Public Financing
9. Consideration of Resolution 2019-11 Directing the Chairman and District Staff to File a Petition Amending District Boundaries
10. Consideration of Boundary Amendment Funding Agreement
11. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Approval of Fiscal Year 2020 Meeting Schedule
12. Other Business
13. Supervisors Requests and Audience Comments
14. Adjournment

¹ Comments will be limited to three (3) minutes

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items. Speakers must fill out a Request to Speak form and submit it to the District Manager prior to the beginning of the meeting.

The third order of business is the approval of the minutes of the June 19, 2019 Board of Supervisors meeting. A copy of the minutes are enclosed for your review.

The fourth order of business opens the public hearing. Section A opens the public hearing relating to the budget. Sub-Section 1 is the consideration of Resolution 2019-10 adopting the Fiscal Year 2020 budget and appropriating funds. A copy of the resolution and budget are enclosed for your review.

The fifth order of business is the consideration of developer funding agreement for Fiscal Year 2020. A copy of the agreement is enclosed for your review.

The sixth order of business is the consideration of revised proposal from VGlobal Tech to include quarterly site audit. A copy of the proposal is enclosed for your review.

The seventh order of business is the ratification of acceptance of the Fiscal Year 2018 audit. A copy of the report is enclosed for your review.

The eighth order of business is the consideration of disclosure of public financing. Supporting documentation is enclosed for your review.

The ninth order of business is the consideration of Resolution 2019-1 directing the chairman and District staff to file a petition amending District boundaries. A copy of the resolution is enclosed for your review.

The tenth order of business is the consideration of boundary amendment funding agreement. A copy of the agreement is enclosed for your review.

The eleventh order of business is Staff Reports. Section C is the District Manager's Report. Sub-Section 1 includes the approval of the check register and Sub-Section 2 includes the balance sheet and income statement for review. Sub-Section 3 is the approval of the Fiscal Year 2020 meeting schedule. A copy of the sample schedule is enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you should have any questions, please do not hesitate to contact me.

Sincerely,

Jill Burns
District Manager

CC: Sarah Warren, District Counsel

Enclosures

MINUTES

MINUTES OF MEETING
HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT

The continued meeting of the Board of Supervisors of the Highland Meadows West Community Development District was held on Wednesday, June 19, 2019 at 9:30 a.m. at 346 E Central Ave, Winter Haven, Florida.

Present and constituting a quorum were:

Rennie Heath	Chairman
Lauren Schwenk	Vice Chairperson
Andrew Rhinehart	Assistant Secretary
Patrick Marone	Assistant Secretary

Also, present were:

Jill Burns	District Manager
Roy Van Wyk	District Counsel
Patrick Marone	Developer's Office
Jane Gaarlandt	Davenport Road South CDD
Sonali Patil	Davenport Road South CDD

The following is a summary of the discussions and actions taken at the June 19, 2019 Highland Meadows West Community Development District 's Continued Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order and stated that the supervisors listed above were in attendance, constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

There being no members of the public present, the next item followed.

THIRD ORDER OF BUSINESS

Organizational Matters

- A. Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2020**

Ms. Burns noted there is a vacancy on the Board because John Mazuchowski resigned. Ms. Schwenk nominated Patrick Marone to fill the vacant position.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Appointment of Patrick Marone to Fulfill the Board Vacancy, was approved.

B. Administration of Oath to Newly Appointed Supervisors

Ms. Burns administered the oath of office and swore in Mr. Marone.

C. Consideration of Resolution 2019-03 Electing Vice Chairperson

Ms. Burns explained that John Mazuchowski was Vice Chairman, so they needed to appoint another Board member to the position. The Board decided to elect Lauren Schwenk as Vice Chairperson and Patrick Marone as Assistant Secretary.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, Resolution 2019-03 Electing Lauren Schwenk as Vice Chairwoman and Appointing Patrick Marone as Assistant Secretary, was approved.

FOURTH ORDER OF BUSINESS

Approval of Minutes of the April 10, 2019 Board of Supervisors Meeting and the April 23, 2019 Continued Meeting

Ms. Burns presented the April 10th, 2019 Board of Supervisors meeting and the April 23rd, 2019 continued meeting. She asked for any comments, corrections, or additions to the minutes. The Board had no corrections.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the minutes of the April 10th Board of Supervisors Meeting and April 23rd continued meeting, was approved as presented.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2019-07 Direct Purchase

Ms. Burns explained that this resolution states that the District would have significant savings and a cost reduction by purchasing materials directly. The resolution would authorize the engineer or manager to sign off on purchase orders.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, Resolution 2019-07 Direct Purchase, was approved.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2019-08
Ratifying the Sale of Bonds**

Ms. Burns noted they closed on the bonds a few weeks prior, and this resolution ratifies any of the actions taken by District staff and the Chairman at that bond closing. It confirms the sale of the \$6,385,000 worth of bonds.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, Resolution 2019-08 Ratifying the Sale of Bonds, was approved.

SEVENTH ORDER OF BUSINESS

**Consideration of Construction
Management Personnel Leasing
Agreement**

Ms. Burns noted this was a Leasing Agreement with the developer to provide certain administrative personnel to assist the manager and District Engineer with the administration and processing of construction related activities. Mr. Heath noted he would abstain from the vote.

On MOTION by Ms. Schwenk seconded by Mr. Rhinehart, with Mr. Marone in favor and Mr. Heath abstaining, the Construction Management Personnel Leasing Agreement, was approved.

EIGHTH ORDER OF BUSINESS

**Public Hearing on the Adoption of
Amenity Facility Policies**

A. Public Comments and Testimony

Ms. Burns noted there was an ad placed in the paper for a joint hearing with Davenport South on the adoption of amenity policies.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, Opening the Public Hearing, was approved.

Ms. Burns asked for any public comments. Hearing none, the next item followed.

On MOTION by Mr. Rhinehart, seconded by Ms. Schwenk, with all in favor, Closing the Public Hearing, was approved.

B. Board Comments

Ms. Burns asked for any comments from the Board. Hearing none, the next item followed.

C. Consideration of Resolution 2019-09 Adopting Amenity Policies

Ms. Burns presented Resolution 2019-09 and noted it would adopt the Amenity Center Policy as well as the fees associated. Ms. Burns asked for any questions or comments on the policies.

On MOTION by Mr. Schwenk, seconded by Mr. Rhinehart, with all in favor, Resolution 2019-09 Adopting Amenity Policies, was approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Van Wyk had nothing further to report.

B. Engineer

There being none, the next item followed.

C. District Manager’s Report

i. Approval of Check Register

Ms. Burns noted the total amount of the check register was \$5,691.29.

On MOTION by Mr. Rhinehart, seconded by Mr. Heath, with all in favor, the Check Register totaling \$5,691.29, was approved.

ii. Balance Sheet and Income Statement

Ms. Burns presented the financial statements and asked for any questions.

iii. Ratification of Requisitions #4-8

Ms. Burns noted the requisitions had already been signed off by the Chairman and Engineer and funded, they just needed to be ratified.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, Requisitions #4-8, were ratified.

iv. Presentation of Number of Registered Voters - 0

Ms. Burns noted there are no registered voters in Highland Meadows West CDD.

TENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

Ms. Burns asked for comments from the Board, the Board had none.

TWELTH ORDER OF BUSINESS

Adjournment

Ms. Burns noted the next meeting was scheduled for July 10th. The meeting was adjourned.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

SECTION 1

RESOLUTION 2019-10

THE ANNUAL APPROPRIATION RESOLUTION OF THE HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2019, submitted to the Board of Supervisors (“**Board**”) of the Highland Meadows West Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT:

- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

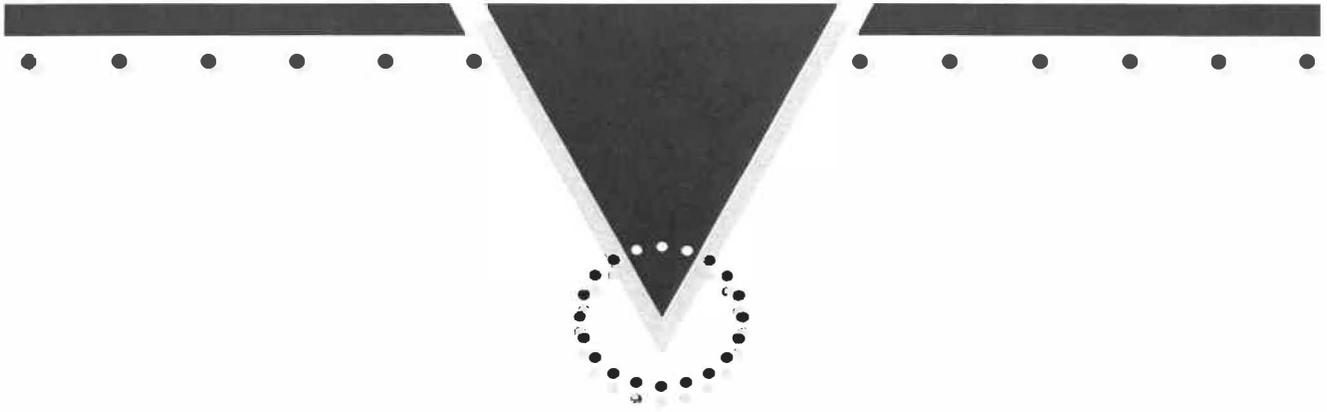
PASSED AND ADOPTED THIS 10TH DAY OF JULY, 2019.

ATTEST:

**HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

By: _____
Its: _____



**Highland Meadows West
Community Development District**

**Proposed Budget
FY 2020**



Table of Contents

1	General Fund
2-4	General Fund Narrative
5	Debt Service Fund
6-7	Series 2019 Amortization Schedule

Highland Meadows West
Community Development District
Proposed Budget
General Fund

Description	Adopted Budget FY2019	Actuals Thru 5/31/19	Projected Next 4 Months	Total Thru 9/30/19	Proposed Budget FY2020
Revenues					
Developer Contributions	\$113,475	\$60,000	\$35,756	\$95,756	\$265,700
Total Revenues	\$113,475	\$60,000	\$35,756	\$95,756	\$265,700
Expenditures					
<u>Administrative</u>					
Supervisor Fees	\$12,000	\$6,000	\$4,000	\$10,000	\$12,000
Insurance	\$2,200	\$5,000	\$0	\$5,000	\$5,600
Engineering	\$20,000	\$0	\$7,000	\$7,000	\$20,000
District Counsel	\$20,000	\$12,180	\$7,820	\$20,000	\$20,000
Annual Audit	\$4,000	\$0	\$3,000	\$3,000	\$4,000
Assessment Administration	\$0	\$0	\$0	\$0	\$5,000
Arbitrage	\$0	\$0	\$0	\$0	\$650
Dissemination	\$0	\$417	\$1,667	\$2,083	\$5,000
Trustee Fees	\$0	\$0	\$0	\$0	\$3,500
District Management	\$35,000	\$23,333	\$11,667	\$35,000	\$35,000
Travel & Per Diem	\$250	\$0	\$85	\$85	\$0
Telephone	\$250	\$36	\$85	\$121	\$250
Postage & Delivery	\$300	\$139	\$100	\$239	\$500
Office Supplies	\$0	\$534	\$140	\$674	\$1,000
Printing & Binding	\$300	\$732	\$300	\$1,032	\$1,000
Legal Advertising	\$10,000	\$3,397	\$2,500	\$5,897	\$10,000
Miscellaneous	\$5,000	\$0	\$2,000	\$2,000	\$5,000
Information Technology	\$4,000	\$900	\$2,550	\$3,450	\$900
Dues, Licenses & Fees	\$175	\$175	\$0	\$175	\$175
<u>Subtotal Administrative</u>	<u>\$113,475</u>	<u>\$52,842</u>	<u>\$42,914</u>	<u>\$95,756</u>	<u>\$129,575</u>
<u>Operations & Maintenance</u>					
Property Insurance	\$0	\$0	\$0	\$0	\$1,000
Interlocal Amenity Agreement	\$0	\$0	\$0	\$0	\$48,958
Landscape Maintenance	\$0	\$0	\$0	\$0	\$58,000
Landscape Replacement	\$0	\$0	\$0	\$0	\$5,000
Fertilization	\$0	\$0	\$0	\$0	\$13,167
Contingency	\$0	\$0	\$0	\$0	\$10,000
<u>Subtotal Operations & Maintenance</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$0</u>	<u>\$136,125</u>
Total Expenditures	\$113,475	\$52,842	\$42,914	\$95,756	\$265,700
Excess Revenues/(Expenditures)	\$0	\$7,158	(\$7,158)	\$0	\$0

Highland Meadows West
Community Development District
GENERAL FUND BUDGET

REVENUES:

Developer Contributions

The District will enter into a Funding Agreement with the Developer to Fund the General Fund expenditures for the Fiscal Year.

EXPENDITURES:

Administrative:

Supervisor Fees

Chapter 190, Florida Statutes, allows for each Board member to receive \$200 per meeting, not to exceed \$4,800 per year paid to each Supervisor for the time devoted to District business and meetings.

Insurance

The District's public officials and general liability insurance coverages.

Engineering

The District's engineer, Dennis Woods Engineering, LLC, will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices and various projects as directed by the Board of Supervisors and the District Manager.

District Counsel

The District's legal counsel, Hopping Green & Sams, will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation for Board meetings, preparation and review of agreements, resolutions, and other research as directed by the Board of Supervisors and the District Manager.

Annual Audit

The District is required by Florida Statutes to arrange for an independent audit of its financial records on an annual basis. The District has contracted with Carr, Riggs & Ingram, LLC to provide these services.

Assessment Administration

The District will contract to levy and administer the collection of non-ad valorem assessment on all assessable property within the District.

Highland Meadows West Community Development District

GENERAL FUND BUDGET

Arbitrage

The District will contract with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its bonds.

Dissemination

The District is required by the Security and Exchange Commission to comply with Rule 15c2-12(b)(5) which relates to additional reporting requirements for unrated bond issues.

Trustee Fees

The District will incur trustee related costs with the issuance of bonds.

District Management

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-Central Florida, LLC. The services include but are not limited to, recording and transcription of board meetings, administrative services, budget preparation, all financial reports, annual audits, etc.

Telephone

Telephone and fax machine.

Postage & Delivery

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Office Supplies

Miscellaneous office supplies.

Printing & Binding

Printing and binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes etc.

Legal Advertising

The District is required to advertise various notices for monthly Board meetings, public hearings, etc. in a newspaper of general circulation.

Highland Meadows West Community Development District

GENERAL FUND BUDGET

Miscellaneous

Bank charges and any other miscellaneous expenses incurred during the year.

Information Technology

Represents costs related to District's accounting and information systems, District's website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

Dues, Licenses & Fees

The District is required to pay an annual fee to the Florida Department of Economic Opportunity for \$175. This is the only expense under this category for the District.

Operations & Maintenance:

Property Insurance

The District's property insurance coverages.

Interlocal Amenity Agreement

The District will enter into an Interlocal Agreement with Davenport Road South Community Development District (CDD) for the use of their amenity facilities. This cost is based on 52% of the overall amenity budget of Davenport Road South CDD.

Landscape Maintenance

Represents the estimated maintenance of the landscaping within the common areas of the District after the installation of landscape material has been completed.

Landscape Replacement

Represents the estimated cost of replacing landscaping within the common areas of the District as well as replacement of mulch in the playground area.

Fertilization

Represents the estimated cost of fertilizing the common areas of the District. This is based on an estimated cost for quarterly services.

Contingency

Represents funds allocated to expenses that the District could incur throughout the fiscal year that do not fit into any standard category.

Highland Meadows West

COMMUNITY DEVELOPMENT DISTRICT

Proposed Budget Debt Service Fund Series 2019

Adopted Budget FY2019	Actual Thru 5/31/19	Projected Next 4 Months	Projected Thru 9/30/19	Proposed Budget FY2020
-----------------------------	---------------------------	-------------------------------	------------------------------	------------------------------

Revenues

Special Assessments	\$0	\$0	\$0	\$0	\$411,969
Bond Proceeds	\$0	\$569,536	\$0	\$569,536	\$0
Interest Income	\$0	\$193	\$300	\$493	\$500
Carry Forward Surplus	\$0	\$0	\$0	\$0	\$158,060
Total Revenues	\$0	\$569,729	\$300	\$570,029	\$570,529

Expenses

Interest - 11/1	\$0	\$0	\$0	\$0	\$157,567
Interest - 5/1	\$0	\$0	\$0	\$0	\$152,484
Total Expenditures	\$0	\$0	\$0	\$0	\$310,052
Excess Revenues/(Expenditures)	\$0	\$569,729	\$300	\$570,029	\$260,477

Principal - 11/1/2020	\$105,000
Interest - 11/1/2020	\$152,484
Total	\$257,484

Product Type	No. of Units	Maximum Annual Debt Service	Per Unit Net Debt Assessment	Per Unit Gross Debt Assessment
Single Family	266	\$411,969	\$1,549	\$1,665
	<hr style="width: 50%; margin: 0 auto;"/>	<hr style="width: 50%; margin: 0 auto;"/>		
	266	\$411,969		

**Highland Meadows West Community Development District
Series 2019, Special Assessment Bonds
(Combined)**

Amortization Schedule

Date	Balance	Principal	Interest	Annual
11/1/19	\$ 6,385,000	\$ -	\$ 157,567	\$ 157,567
5/1/20	\$ 6,385,000	\$ -	\$ 152,484	\$ -
11/1/20	\$ 6,385,000	\$ 105,000	\$ 152,484	\$ 409,969
5/1/21	\$ 6,280,000	\$ -	\$ 150,384	\$ -
11/1/21	\$ 6,280,000	\$ 110,000	\$ 150,384	\$ 410,769
5/1/22	\$ 6,170,000	\$ -	\$ 148,184	\$ -
11/1/22	\$ 6,170,000	\$ 115,000	\$ 148,184	\$ 411,369
5/1/23	\$ 6,055,000	\$ -	\$ 145,884	\$ -
11/1/23	\$ 6,055,000	\$ 120,000	\$ 145,884	\$ 411,769
5/1/24	\$ 5,810,000	\$ -	\$ 143,484	\$ -
11/1/24	\$ 5,810,000	\$ 125,000	\$ 143,484	\$ 411,969
5/1/25	\$ 5,810,000	\$ -	\$ 140,984	\$ -
11/1/25	\$ 5,810,000	\$ 125,000	\$ 140,984	\$ 406,969
5/1/26	\$ 5,685,000	\$ -	\$ 138,406	\$ -
11/1/26	\$ 5,685,000	\$ 135,000	\$ 138,406	\$ 411,813
5/1/27	\$ 5,550,000	\$ -	\$ 135,622	\$ -
11/1/27	\$ 5,550,000	\$ 140,000	\$ 135,622	\$ 411,244
5/1/28	\$ 5,410,000	\$ -	\$ 132,734	\$ -
11/1/28	\$ 5,410,000	\$ 145,000	\$ 132,734	\$ 410,469
5/1/29	\$ 5,115,000	\$ -	\$ 129,744	\$ -
11/1/29	\$ 5,115,000	\$ 150,000	\$ 129,744	\$ 409,488
5/1/30	\$ 5,115,000	\$ -	\$ 126,650	\$ -
11/1/30	\$ 5,115,000	\$ 155,000	\$ 126,650	\$ 408,300
5/1/31	\$ 4,960,000	\$ -	\$ 122,872	\$ -
11/1/31	\$ 4,960,000	\$ 165,000	\$ 122,872	\$ 410,744
5/1/32	\$ 4,795,000	\$ -	\$ 118,850	\$ -
11/1/32	\$ 4,795,000	\$ 170,000	\$ 118,850	\$ 407,700
5/1/33	\$ 4,625,000	\$ -	\$ 114,706	\$ -
11/1/33	\$ 4,625,000	\$ 180,000	\$ 114,706	\$ 409,413
5/1/34	\$ 4,445,000	\$ -	\$ 110,319	\$ -
11/1/34	\$ 4,445,000	\$ 190,000	\$ 110,319	\$ 410,638
5/1/35	\$ 4,255,000	\$ -	\$ 105,688	\$ -
11/1/35	\$ 4,255,000	\$ 200,000	\$ 105,688	\$ 411,375
5/1/36	\$ 4,055,000	\$ -	\$ 100,813	\$ -
11/1/36	\$ 4,055,000	\$ 210,000	\$ 100,813	\$ 411,625
5/1/37	\$ 3,845,000	\$ -	\$ 95,694	\$ -
11/1/37	\$ 3,845,000	\$ 220,000	\$ 95,694	\$ 411,388
5/1/38	\$ 3,625,000	\$ -	\$ 90,331	\$ -

**Highland Meadows West Community Development District
Series 2019, Special Assessment Bonds
(Combined)**

Amortization Schedule

Date	Balance	Principal	Interest	Annual
11/1/38	\$ 3,625,000	\$ 230,000	\$ 90,331	\$ 410,663
5/1/39	\$ 3,155,000	\$ -	\$ 84,725	\$ -
11/1/39	\$ 3,155,000	\$ 240,000	\$ 84,725	\$ 409,450
5/1/40	\$ 3,155,000	\$ -	\$ 78,875	\$ -
11/1/40	\$ 3,155,000	\$ 250,000	\$ 78,875	\$ 407,750
5/1/41	\$ 2,905,000	\$ -	\$ 72,625	\$ -
11/1/41	\$ 2,905,000	\$ 265,000	\$ 72,625	\$ 410,250
5/1/42	\$ 2,640,000	\$ -	\$ 66,000	\$ -
11/1/42	\$ 2,640,000	\$ 275,000	\$ 66,000	\$ 407,000
5/1/43	\$ 2,365,000	\$ -	\$ 59,125	\$ -
11/1/43	\$ 2,365,000	\$ 290,000	\$ 59,125	\$ 408,250
5/1/44	\$ 2,075,000	\$ -	\$ 51,875	\$ -
11/1/44	\$ 2,075,000	\$ 305,000	\$ 51,875	\$ 408,750
5/1/45	\$ 1,770,000	\$ -	\$ 44,250	\$ -
11/1/45	\$ 1,770,000	\$ 320,000	\$ 44,250	\$ 408,500
5/1/46	\$ 1,450,000	\$ -	\$ 36,250	\$ -
11/1/46	\$ 1,450,000	\$ 335,000	\$ 36,250	\$ 407,500
5/1/47	\$ 1,115,000	\$ -	\$ 27,875	\$ -
11/1/47	\$ 1,115,000	\$ 355,000	\$ 27,875	\$ 410,750
5/1/48	\$ 760,000	\$ -	\$ 19,000	\$ -
11/1/48	\$ 760,000	\$ 370,000	\$ 19,000	\$ 408,000
5/1/49	\$ 390,000	\$ -	\$ 9,750	\$ -
11/1/49	\$ 390,000	\$ 390,000	\$ 9,750	\$ 409,500
Totals		\$ 6,385,000	\$ 6,065,936	\$ 12,450,936

SECTION V

**HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2019/2020 FUNDING AGREEMENT**

This agreement (“**Agreement**”) is made and entered into this 10th day of July, 2019, by and between:

Highland Meadows West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Polk County, Florida (hereinafter "**District**"), and

HMD West, LLC, a Florida limited liability company and a landowner in the District (hereinafter "**Developer**"), with an address of 2300 N Scenic Hwy., ML. #50, Lake Wales, Florida 33898; and

Cassidy Holdings, LLC, a Florida limited liability company and a landowner in the District (hereinafter "**Landowner**"), with an address of 346 East Central Avenue, Winter Haven, Florida 33880.

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Board of County Commissioners in and for Polk County, Florida for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the real property described in **Exhibit A**, attached hereto and incorporated herein (“**Developer Property**”), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, Landowner presently owns and will be developing the real property described in **Exhibit B**, attached hereto and incorporated herein (“**Landowner Property**”), within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for the fiscal year beginning October 1, 2019 and ending September 30, 2020 (“**Fiscal Year 2019/2020 Budget**”); and

WHEREAS, this Fiscal Year 2019/2020 Budget, which all parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit C**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Developer Property and the Landowner Property, together the (“**Property**”), that

will benefit from the activities, operations and services set forth in the Fiscal Year 2019/2020 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer and Landowner are willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit C**; and

WHEREAS, the Developer and Landowner agree that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit C** to the Property; and

WHEREAS, Developer Property will be platted into 266 platted lots representing sixty seven percent (67%) of the O&M costs set forth in the Fiscal Year 2019/2020 Budget; and

WHEREAS, Landowner Property will be platted into 130 platted lots representing thirty three percent (33%) of the O&M costs set forth in the Fiscal Year 2019/2020 Budget; and

WHEREAS, the Developer and Landowner have agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit C**; and

WHEREAS, Developer, Landowner and District desire to secure such budget funding through the imposition of a continuing lien against the Property described in **Exhibit A** and otherwise as provided herein.

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

1. **FUNDING.** The Developer and Landowner agree to make available to the District their proportionate share of the monies necessary for the operation of the District as called for in the budget attached hereto as **Exhibit C**, as may be amended from time to time in the District's sole discretion, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2019/2020 Budget as shown on **Exhibit C** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. These payments are made by the Developer and Landowner in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District.

2. **CONTINUING LIEN.** District shall have the right to file a continuing lien upon the Property described in Exhibits A and B for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's

lien. The lien shall be effective as of the date and time of the recording of a "Notice of Lien for Fiscal Year 2019/2020 Budget" in the public records of Polk County, Florida ("**County**"), stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for Fiscal Year 2019/2020 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holder to the Developer or Landowner Property to pay the amount due under this Agreement, or may foreclose the lien against the Developer or Landowner Property in any manner authorized by law. The District may partially release any filed lien for portions of the Developer or Landowner Property subject to a plat if and when the Developer or Landowner has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer or Landowner sells any of the Property described in **Exhibit A** after the execution of this Agreement, the Developer's and Landowner's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a lien upon the remaining Property owned by the Developer or Landowner.

3. **ALTERNATIVE COLLECTION METHODS.**

a. In the alternative or in addition to the collection method set forth in Paragraph 2 above, the District may enforce the collection of funds due under this Agreement by action against the Developer or Landowner in the appropriate judicial forum in and for the County. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

b. The District hereby finds that the activities, operations and services set forth in **Exhibit C** provide a special and peculiar benefit to the Developer and Landowner Property, which benefit is initially allocated on an equal developable acreage basis. The Developer and Landowner agree that the activities, operations and services set forth in **Exhibit C** provide a special and peculiar benefit to the Developer and Landowner Property equal to or in excess of the costs set forth in **Exhibit C**, on an equal developable acreage basis or such other unit of assessment. Therefore, in the alternative or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the County property appraiser.

4. **AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

5. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld.

7. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described herein in Paragraphs 2 and 3 above.

8. **THIRD PARTY RIGHTS; TRANSFER OF PROPERTY.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. In the event the Developer or Landowner sells or otherwise disposes of its business or of all or substantially all of its assets relating to improvements, work product, or lands within the District, the Developer and Landowner shall continue to be bound by the terms of this Agreement and additionally shall expressly require that the purchaser agree to be bound by the terms of this Agreement. The Developer and Landowner shall give 90 days prior written notice to the District under this Agreement of any such sale or disposition.

9. **FLORIDA LAW GOVERNS.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

10. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

11. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

Attest:

**Highland Meadows West Community
Development District**

Secretary/Assistant Secretary

By: _____
Its: _____

**HMD West, LLC
A Florida limited liability company**

Witness

By: J.D. Alexander
Its: Manager

**CASSIDY HOLDINGS, LLC, LLC
A Florida limited liability company**

Witness

By: Albert Cassidy
Its: Manager

- EXHIBIT A:** Developer Property Description
- EXHIBIT B:** Landowner Property Description
- EXHIBIT C:** Fiscal Year 2019/2020 Budget

EXHIBIT A: Developer Property Description
PHASE 1 ASSESSMENT AREA – 266 LOTS
LEGAL DESCRIPTIONS

PARCEL 1 (272708-727500-040040)

TRACT 4 IN THE SW ¼ OF SECTION 8 TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND THE SOUTH ½ OF CLOSED ROAD LYING ALONG THE NORTH BOUNDARY THEREOF AS RECORDED IN O.R. BOOK 4200, PAGE 569, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 2 (272708-727500-040052)

TRACTS 7 AND 8 AND THE SOUTH ½ OF TRACTS 5 AND 6 IN THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, ALL BEING A PART OF FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE SOUTH ½ OF CLOSED ROAD LYING ALONG THE NORTH BOUNDARY OF LOTS 7 AND 8 AS DESCRIBED IN O.R. BOOK 4200, PAGE 569; LESS ROAD RIGHT-OF-WAY FOR ORCHID DRIVE AND LESS ADDITIONAL RIGHT-OF-WAY SET FORTH IN MAP BOOK 17, PAGES 78-86, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 3 (272708-727500-040090)

TRACTS 9, 10, AND 11, IN THE SW ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING LOCATED IN THE SE ¼ OF THE NE ¼ OF THE SW ¼ AND THE EAST ½ OF THE SW ¼ OF THE NE ¼ OF THE SW ¼ OF SECTION 8.

PARCEL 4 (272708-000000-042050)

THE SOUTHEAST ¼ OF THE SOUTHWEST ¼, LESS THE EAST ¾ OF THE SOUTH ½ AND LESS MAINTAINED RIGHT-OF-WAY, IN SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

CONTAINING APPROXIMATELY 57.76 ACRES MORE OR LESS.

EXHIBIT B: Landowner Property Description
PHASE 2 ASSESSEMENT AREA - 130 LOTS
LEGAL DESCRIPTIONS

PARCEL 272708-727500-020170

TRACT 17 IN THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, MAP OF FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 272708-727500-020180

TRACT 18 IN THE SE ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO PLAT OF FLORIDA DEVELOPMENT COMPANY, AS PER MAP OR PLAT THEREOF RECORDED IN OFFICE OF CLERK OF CIRCUIT COURT OF POLK COUNTY, FLORIDA IN PLAT BOOK 3, PAGES 60 ET. SEQ.

PARCEL 272708-727500-020310

TRACTS 31 AND 32 IN THE SE ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF THE MAP OF FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

SUBJECT TO MAINTAINED PUBLIC ROAD RIGHT-OF-WAY, EASEMENTS OF RECORD, AND REAL PROPERTY TAXES FOR THE CURRENT YEAR.

PARCEL 272708-727500-020190

TRACTS 19 AND 30, IN THE SE ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF THE MAP OF FLORIDA DEVELOPMENT COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THERE OF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

CONTAINING 30.15 ACRES MORE OR LESS.

SECTION VI

**AGREEMENT BETWEEN THE HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT AND NEWAGETUTORS
LLC, D/B/A VGLOBALETECH, FOR WEBSITE AUDITING,
REMEDICATION, AND MAINTENANCE SERVICES**

THIS AGREEMENT (this "**Agreement**") is entered into as of this ____ day of _____, 2019, by and between:

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government, established and existing pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (the "**District**"), and

NEWAGETUTORS LLC, D/B/A VGLOBALETECH, a Florida limited liability company, with a mailing address of 636 Fanning Drive, Winter Springs, Florida 32708 ("**Contractor**").

RECITALS

WHEREAS, the District is a local unit of special-purpose government, created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, pursuant to section 189.069, *Florida Statutes*, the District must maintain an official website containing, at minimum, the statutorily required information ("**Website**"); and

WHEREAS, the District has a need to obtain a qualified independent contractor to perform audits of the Website to ensure compliance with the accessibility requirements of Title II of the Americans with Disabilities Act ("**ADA**"), which ADA accessibility requirements and standards may change from time to time, and to remediate or otherwise convert the Website to meet such ADA accessibility requirements, to routinely audit the Website to ensure continued compliance with the ADA and to perform ongoing maintenance of the website, all as more particularly described herein and in the proposal attached hereto as **Exhibit A** and made a part herein (together, the "**Services**"); and

WHEREAS, Contractor represents and warrants to the District that it is qualified, willing and capable of providing the Services; and

WHEREAS, the District and Contractor desire to enter into this Agreement for the purposes stated herein and the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

SECTION 2. SCOPE OF WORK. Contractor, or its respective successors or assigns shall provide Services in accordance with the terms provided in this Agreement and in **Exhibit A**. Specifically, Services include the following:

A. INITIAL WEBSITE REMEDIATION. Contractor, or its respective successors or assigns shall perform a one-time conversion and remediation of the Website by using software and algorithms available to Contractor, including but not limited to “ADAChecker,” that evaluates compliance based on federally recommended ADA best practices for state and local governments as promulgated by federal law and rulemaking, including but not limited to Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, “WCAG”). Specifically, Contractor shall, at a minimum:

- i.** Perform ADA website compliance check for the current Website and created a project plan to provide an ADA compliant Website that meets, at minimum, the currently-effective WCAG standards;
- ii.** cross-check compatibility of the Website with various web applications, including but not limited to mobile phones, tablets, laptop computers and desktop computers, and braille readers and other assistive technologies for accessibility;
- iii.** remediate existing PDF documents to accessible formats for assistive technologies, as needed;
- iv.** provide a webpage containing website accessibility policy that includes a commitment to accessibility for persons with disabilities, the District’s engagement of Contractor for ADA specific services, in an effort to bring the Website into ADA compliance, accessibility standard used and applied to the Website (which shall be at a minimum WCAG), and contact information of the District Manager or their designee (email and phone number) for users encountering any problems (collectively, “Accessibility Policy”);
- v.** provide Contractor’s ADA compliance shield, seal or certification for display on the Website (“Compliance Shield”); and
- vi.** provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**, recognizing the District is relying on Contractor’s expertise for Website design/best practices in accordance with the ADA.

B. MAINTENANCE. Contractor, or its respective successors or assigns shall provide an ongoing maintenance of the Website to ensure continued compliance with WCAG. Specifically, Contractor shall:

- i.** continue to provide and update, as needed, those Services identified in Section 2(A);
- ii.** provide assistive support via telephone and/or email up to five (5) hours per month, including regularly corresponding with the District staff regarding

remediated documents, providing updates to the Website, and providing recommendations of remedial actions, as needed. Notwithstanding the foregoing, the District may request that Contractor attend a conference call or an in-person meeting of the District to review metrics, results and summaries of maintenance performed to-date;

iii. remediate new documents identified by the District to accessible formats for assistive technologies, as needed, including new agenda materials. In the event that the District is allowed access to Contractor's proprietary batch conversion software ("Software") that creates compliant documents, the District shall first remediate new documents using the Software. If conversion by Software fails to produce a compliant document, then Contractor shall remediate new documents within 24 hours of the District's request;

iv. provide and update Contractor's Compliance Shield and Accessibility Policy, which may need to be updated from time to time, for display and use on the Website; and

v. provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Services contemplated by this Agreement and **Exhibit A**.

C. ADDITIONAL SERVICES. In the event that the District desires additional work or services, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiation regarding the terms of the additional work, including scope and compensation, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement prior to commencement of any such additional work. The following is a non-exhaustive list of possible additional services that the District may request of Contractor:

- i. performing technical and/or human audit(s) of the Website;
- ii. providing a point of contact to respond to public's requests for Website accommodation;
- iii. converting documents for a public records requests received by the District;
- iv. providing assistive support to District staff that is in excess of five (5) hours per month, at a pre-approved agreed upon rate per hour; and
- v. providing any other ADA recommended compliance services requested by the District that Contractor is capable of performing.

SECTION 3. COMPENSATION. As compensation for the Services, the District agrees to pay Contractor in accordance with the following terms:

A. INITIAL WEBSITE REMEDIATION. For performance of the Services as provided in Section 2(A) of this Agreement, the District shall pay a one-time fee of One Thousand Seven Hundred Fifty Dollars (\$1,750.00). Contractor shall invoice the District upon completion of the Initial Website Remediation.

B. MAINTENANCE. For performance of the Services as provided in Section 2(B) of this Agreement, the District shall pay One Thousand Two Hundred Fifty Dollars (\$1,250.00) per year, payable in twelve (12) equal monthly installments of One Hundred Four Dollars and Seventeen Cents (\$104.17). Parties understand and acknowledge that this includes document remediation pursuant to Section 2(B)(iii).

C. INVOICES; PAYMENT. Contractor shall maintain records conforming to usual accounting practices. Further, Contractor shall render each invoice to the District in writing, which shall be delivered promptly upon completion of each Service. Each invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each allowing the District to approve each cost, the time frame within which the Services were provided, and the address or bank information to which payment is to be remitted. Consistent with Florida's Prompt Payment Act, section 218.70, *et al.*, *Florida Statutes*, the invoices shall be due and payable within forty-five (45) days of receipt by the District.

SECTION 4. TERM AND TERMINATION.

A. TERM. This Agreement shall become effective upon the date and year first written above and shall be in effect until terminated by either party in accordance with the terms of this Agreement.

B. TERMINATION. The District agrees that Contractor may terminate this Agreement for 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. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. Contractor agrees that the District may terminate this Agreement without cause; provided that the District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all Services rendered up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor as the sole means of recovery for termination.

SECTION 5. REPRESENTATIONS, WARRANTIES AND COVENANTS. Contractor represents, warrants, and covenants that (a) the Services will conform to the requirements provided in Section 2 herein and **Exhibit A**; (b) the Services shall be performed by qualified personnel in a professional, prompt, diligent, good, safe and workmanlike manner in accordance with all laws, industry standards, and all applicable ADA and other website accessibility compliance standards, including but not limited to WCAG 2.1 Level AA and other federally recommended guidelines, as may be amended from time to time; and (c) neither the Services nor any product provided by Contractor shall infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. To the extent that any defects are found and reported to the Contractor, the Contractor shall correct such defects within thirty (30) days.

SECTION 6. INTELLECTUAL PROPERTY.

A. CONTRACTOR MATERIALS. Except as provided herein, Contractor shall retain all right, title, and interest in and to (i) all patents, trademarks, service marks, copyrights, and other

intellectual property or proprietary rights of Contractor used in or otherwise associated with the Services, and other materials provided to the District hereunder; and (ii) all trade secrets, technical specifications and data to the extent they are intellectual property, and inventions which are authored, conceived, devised, developed, reduced to practice, or otherwise performed by Contractor which arise out of Contractor's performance of the Services, none of which shall be deemed a "work made for hire" under the Copyright Act of 1976 (collectively, "**Contractor Materials**"), and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive Contractor of any of its intellectual property and proprietary interests associated therewith. Subject to the foregoing, Contractor grants to the District a non-exclusive, non-transferable worldwide perpetual limited right and license to access and use the Contractor Materials in connection with the ordinary and intended use by the District as contemplated in this Agreement, including viewing, downloading and printing the Contractor Materials for the District's use, and without in any case removing Contractor's copyright, trademark or other intellectual property ownership notices.

B. THE DISTRICT MATERIALS; PUBLICITY AND TRADEMARKS. The District shall own the Website, domain name, all e-mail addresses, and all website and e-mail content, under all circumstances. In the event of a termination of this Agreement for any reason, Contractor shall take all necessary steps to transfer, or otherwise allow the District to retain, such website, domain name, e-mail addresses and content of the same. Additionally, to the extent applicable, Contractor shall take commercially reasonable precautions consistent with industry standards to protect confidential information, including, e.g., credit card information and other sensitive information protected under Florida's Public Records Laws. Contractor shall immediately notify the District of any breach or loss of data, and take such steps as are reasonably necessary to address any such issue. Except as provided herein, the District shall retain all right, title, and interest in and to all intellectual property of the District provided or made available to the Contractor in connection with Contractor's Services (collectively, "**District Materials**") and nothing contained herein shall be construed to restrict, impair, transfer, license, convey, or otherwise alter or deprive the District of any of its intellectual property or other proprietary interests associated therewith, if any. Subject to the foregoing, the District grants to Contractor a non-exclusive, non-transferable worldwide limited right and license to access and use such District Materials in connection with the provision of the Services as contemplated by this Agreement. Further, the District permits Contractor to identify the District as a customer of Contractor in Contractor's marketing materials (including using the District's name and logo for such limited purposes).

The District further acknowledges and agrees that for Contractor to perform the Services, it must, in some cases, give Contractor remote access to areas behind log-ins that are to be audited hereunder, including, without limitation to content management systems and/or servers (collectively, "**System**"), and agrees that it will furnish to Contractor all necessary information and/or user names and passwords required to do so. Contractor agrees to follow commercially reasonable security policies for accessing the District's System including any specific security procedures as may be communicated to Contractor by the District prior to Contractor accessing the System. Contractor shall on its own or through coordination with the District's Website provider, create a back-up copy of all data that may be affected by Contractor's access to the System.

C. RIGHT TO DISPLAY CONTRACTOR'S COMPLIANCE SHIELD / ACCESSIBILITY

POLICY. Pursuant to this Agreement, the Contractor shall provide the District a Compliance Shield and customized Accessibility Policy, which the District shall display on its Websites and web applications. The District is expressly prohibited from using the Compliance Shield for any purpose not specifically authorized by this Agreement, and in no event may use such Compliance Shield for or on behalf of any other party or in connection with any domain name and/or organization name other than those being scanned or serviced in connection with the Services.

SECTION 7. PUBLIC RECORDS. Contractor understands and agrees that all documents or on-line content of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jillian Burns** (“Public Records Custodian”). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the Work; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor 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 Contractor’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 Contractor, Contractor 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, JBURNS@GMSCFL.COM, OR AT 135 WETS CENTRAL BOULEVARD, ORLANDO, FLORIDA 32801.

SECTION 8. INDEMNITY.

A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, staff, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. This specifically includes a lawsuit based on lack of ADA compliance or other website

compliance insufficiencies. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes*, or other statute.

B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District, all as actually incurred.

C. In the event that Contractor assigns its obligations under this Agreement to a third party, Contractor acknowledges and agrees that Contractor shall require such third party to provide indemnification to the District consistent with the requirements of this Section 8.

SECTION 9. SCRUTINIZED COMPANIES STATEMENT. Contractor certifies that it is not in violation of section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate the Contract.

SECTION 10. GENERAL PROVISIONS.

A. CONFLICTS. The terms of this Agreement and **Exhibit A** are intended to complement each other, and to the extent they conflict, the terms of **Exhibit A** shall control only to the extent that such provisions provide clarifications on Services and materials to be provided by Contractor pursuant to **Exhibit A**; in all other respects, the provisions of this Agreement shall control.

B. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

C. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint-venturer, or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, successors,

assigns or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's or its employees, agents, successors, assigns or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction, and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

D. DISPUTE RESOLUTION. Before initiating any legal claim or action (except with respect to equitable relief), the parties agree to attempt in good faith to settle any dispute, controversy, or claim arising out of or related to this Agreement or the Services (collectively, "**Dispute**") through discussions which shall be initiated upon written notice of a Dispute by either party to the other. If the parties cannot resolve the Dispute within ten (10) business days, then the parties shall attempt to settle the Dispute by mediation. If mediation is unsuccessful, the parties may then proceed to filing a claim in the appropriate jurisdictional court in accordance with this Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

E. APPLICABLE LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to the principles of conflict of laws. Except for actions seeking injunctive relief (which may be brought in any appropriate jurisdiction), suits under this agreement shall only be brought in a court of competent jurisdiction in the county of Polk, Florida. This choice of venue is intended by the parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. The District and Contractor waive any right they may have to assert the doctrine of *forum non conveniens* or similar doctrine, or to object to venue with respect to any proceeding brought in accordance with this Section.

F. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District 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, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

G. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and Contractor and no right or cause of action shall accrue upon or by reason to or for the benefit of any third-party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation

other than the District and Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Contractor and their respective representatives, successors, and assigns.

H. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.

I. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

If to Contractor: NewAgeTutors LLC
d/b/a VGlobalTech
636 Fanning Drive
Winter Springs, Florida 32708
Attn: Vaibhav V. Joshi

If to District: Highland Meadows West
Community Development District
135 West Central Boulevard, Suite 320
Orlando, Florida 32801
Attn: District Manager

With a copy to: Hopping Green & Sams PA
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: District Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

J. ENTIRE AGREEMENT. This Agreement, together with **Exhibit A**, sets forth the entire agreement of the parties, and supersedes any prior agreements or statements with respect to the subject matter hereof.

K. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

L. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written consent of the other. Any purported assignment without such consent shall be null and void.

M. AMENDMENTS. This Agreement may be amended or modified only by a written instrument duly executed by both parties.

N. FORCE MAJEURE. If either party is prevented from performing any of its obligations under this Agreement due to any cause beyond the party's reasonable control, including, without limitations, an "act of God," fire, flood, war, strike, government regulation, civil or military authority, acts or omissions of transmitters, utilities, providers or hackers, the time for that party's performance will be extended for the period of the delay or inability to perform due to such occurrence.

O. SURVIVAL. In addition to such other provisions hereof which, by their terms, survive any termination or expiration of this Agreement, Section 5 (Representations, Warranties and Covenants), Section 6 (Intellectual Property), Section 7 (Public Records), Section 8 (Indemnity), and Section 10 (General Provisions) shall survive any termination or expiration of this Agreement.

P. WAIVER. No breach of any term of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such breach. Any failure or delay by either party to exercise any right, power, or privilege under this Agreement shall not be deemed a waiver of any such right, power, or privilege under this Agreement on that or any subsequent occasion. Any waiver by either party, whether express or implied, of any provision of this Agreement, any waiver of default, or any course of dealing hereunder, shall not affect such party's right to thereafter enforce such provision or to exercise any right or remedy in the event of any other default or breach, whether or not similar.

Q. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgement pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

R. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In case of a Dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either party.

S. DESCRIPTIVE HEADINGS. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have, by their duly authorized representatives, executed this Agreement as of the date and year first set forth above.

ATTEST:

**HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary

Chairperson, Board of Supervisors

WITNESS:

**NEWAGETUTORS LLC, D/B/A
VGLOBALTECH**, a Florida limited
liability company

Print Name:

By: Vaibhav V. Joshi, Owner

Exhibit A: Proposal for Services

Exhibit A
Proposal for Service

Website Compliance Proposal For

Highland Meadows West CDD

(<http://www.highlandmeadowswestcdd.com/>)

Website Accessibility for People with Disabilities as per

Nondiscrimination requirements of Title II of the American Disabilities Act (ADA)

Date	Version#	Comments	Author
May 25, 2018	1.0	Initial version	VB Joshi
June 18, 2018	1.1	Added document conversion cost	VB Joshi Kristen Thornburgh
June 21, 2018	1.2	Added WCAG Standards Compliance	VB Joshi
August 10, 2018	1.3	Added CDD Specific details	VB Joshi
August 13, 2018	1.4	Updated pricing for simple, medium and high complexity CDD websites	As per requirements from Ariel and Valerie
November 11, 2018	2.0	Updated based on discussed scope	As per meeting emails with GMSCFL (Jill Burns)

Presented by: VB Joshi, CEO, VGlobalTech, Orlando, Florida



Project: ADA and WCAG Website Compliance

Service Providers: VGlobalTech LLC, Orlando, Florida, USA

COPYRIGHT ©: This proposal is solely created by VGlobalTech team for its customers and cannot be reproduced, copied, modified or distributed without written consent of VGlobalTech. Any violations shall be prosecuted.

VGlobalTech.com - Experience Innovation

Page 1 of 11

Your strategic partner for Web Design, Software, Marketing, and SEO solutions.

Call: 321-947-7777 | Email: contact@VGlobalTech.com

Private and Confidential Document. No part of this document shall be produced, sent, copied to any parties it is not intended for. It is intended for the entities listed clearly on this proposal. Any distribution without written consent shall be prosecuted

Table of Contents

1.0	Introduction	3
1.1	Common Problems and Solutions in Website Accessibility?	4
1.1.1	Problem: Images Without Text Equivalents	4
1.1.2	Problem: Documents Are Not Posted In an Accessible Format.....	4
1.1.3	Problem: Specifying Colors and Font Sizes	4
1.1.4	Problem: Videos and Other Multimedia Lack Accessible Features.....	5
1.1.5	Web Content Accessibility Guidelines (WCAG)	5
2.0	Pricing.....	7
2.1	One time (website conversion and compliance cost):.....	7
2.2	ADA Compliance Yearly Maintenance and Upgrade starting after initial conversion is completed (Optional Maintenance – It is critical to maintain compliance as websites get updated):	8
3.0	Proposal Acceptance:.....	10
4.0	References:	11

1.0 Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven days a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.

1.1 Common Problems and Solutions in Website Accessibility?

1.1.1 Problem: Images Without Text Equivalent

Solution: Add a Text Equivalent to Every Image

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

1.1.2 Problem: Documents Are Not Posted In an Accessible Format

Solution: Post Documents in a Text-Based Format

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

1.1.3 Problem: Specifying Colors and Font Sizes

Solution: Avoid Dictating Colors and Font Settings

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

1.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

Solution: Include Audio Descriptions and Captions

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

1.1.5 Web Content Accessibility Guidelines (WCAG)

Understanding the Four Principles of Accessibility

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
 - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
 - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
 - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
 - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

If any of these are not true, users with disabilities will not be able to use the Web.

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.

2.0 Pricing

Website Complexity: Small Level Websites

VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:

2.1 One time (website conversion and compliance cost):

	Task	Estimated Cost
1.	Perform ADA Website Compliance Check for current website – All webpages on the website. Create a project plan, code review, html updates, plugins / security updates (wordpress, joomla, etc CMS websites)	\$500
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc). Braille Readers, Other assistance technology compatibility	\$100
3.	ADA Standards application (as per Section 1 above). ADA.gov, Web Content Accessibility Guidelines (WCAG)	\$700
4.	PDF Documents conversion (to Text, HTML etc) as needed for ADA Compliance / Reader Compliance	\$300
5.	Create a webpage showing websites ADA Compliance efforts	\$100
6.	Create customized footer with VGlobalTech’s ADA Compliance Seal (valid for 1 year only)	\$50
	Total (one time compliance / conversion cost)	\$1750 / one time

2.2 ADA Compliance Yearly Maintenance and Upgrade starting after initial conversion is completed (Optional Maintenance – It is critical to maintain compliance as websites get updated):

VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:

	Task	Cost
1.	Perform ADA Website Compliance Check for current website – All new webpages on the website	\$200
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc)	\$75
3.	Update footer with VGlobalTech’s ADA Compliance Seal (extended for current year)	\$75
4.	Support (upto 5 hr / month) for the year including updates to newly added pages, upgrade to new standards (if any). Posting new documents, minutes, agendas etc to the websites as needed – Worry Free Monthly Maintenance.	\$600
5.	PDF Documents conversion (to Text, HTML etc) as needed for ADA Compliance / Reader Compliance	\$300
	Annual Maintenance (starts after initial compliance engagement quoted above is complete)	\$1250 / year (can be broken up into smaller monthly bills)

This proposal includes following points, stipulations terms and conditions:

*** (1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted***

*** email and phone communication**

*** Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.**

*** Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH****

*** Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the SME's in the compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues.**

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

3.0 Proposal Acceptance:

To accept these project, associated costs and conditions as listed above please sign and date below.

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech team can proceed with the project. All payments shall be made according to this agreement.

Select only one option:

- Proposal Approved: One Time Compliance (section 2.1) AND Annual Maintenance (section 2.2)
- Proposal Approved: One Time Compliance (section 2.1)


For Customer

12/13/18
Date

VB Joshi

For VGlobalTech

Date

4.0 References:

ADA Best Practices Tool Kit for State and Local Governments:

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

U.S. Department of Justice, Civil Rights Division, *Disability Rights Section*

<https://www.ada.gov/websites2.htm>

Web design Standards: <https://www.w3schools.com/>

Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/TR/WCAG21/>

VGlobalTech Web Content Accessibility Implementation and Checkpoints:

<http://vglobaltech.com/website-compliance/>



BBB Rating: A+

[Click for Profile](#)



Florida's Leading Compliance Experts



ACCREDITED BUSINESS

BBB Rating: A+

[Click for Profile](#)

Technical & Human Audit Proposal for Public Facing Digital Assets (Software, Websites & Apps)

Goal: Ensure full compliance for people with disabilities as per:



Nondiscrimination requirements of Title II of the American Disabilities Act (ADA)



WCAG (Web Content Accessibility Guidelines)



Section 508 Stipulations



Florida Insurance Alliance / eGIS Risk Advisors Guidelines

Read more about details of the above list on VGlobalTech's website. All ADA requirements and information on these topics has been compiled in one place for our clients.

URL: <https://vglobaltech.com/website-compliance/>

Version Log:

Date	Version#	Comments	Author
April 11, 2019	1.0	Technical and Human Audit	VB Joshi
April 12, 2019	1.1	Added remediation cost for customers w/o maintenance contract	VB Joshi
June 27, 2019	1.2	Added option 2 features	VB Joshi

Your website gets 2 Compliance Seals VGlobalTech's Technical Compliance Seal & Human Audit Compliance Seal



VGlobalTech is the ADA, WCAG Compliance Expert, with over 200 ADA & WCAG compliant websites created (...and counting) to-date! We have partnered with a non-profit agency to conduct Human Audit and Certification Seal.

Mission: Working together with you we wish to add social value to the community we live in!

COPYRIGHT ©: This proposal is solely created by VGlobalTech team for its customers and cannot be reproduced, copied, modified or distributed (including forwarding to other customers, competitors, web designers etc.) without the written consent of VGlobalTech.

Any violations shall be prosecuted.

Table of Contents

- 1.0 The Law.....5
- 2.0 ADA & WCAG Compliance.....5
- 3.0 Quarterly Technical & Human Audit Testing6
 - 3.1 Digital Asset Technical Compliance Seal:7
 - 3.2 Human Audit Seal:.....7
- 4.0 Compliance Process Flow:.....8
- 5.0 Pricing Options.....9
 - Option 1 (recommended):9
 - Quarterly Technical & Human Audits, ADA Remediation and Document Conversion.....9
 - Option 2:.....10
 - Quarterly Technical & Human Audits:.....10
- 6.0 Proposal Acceptance:.....12
- 7.0 References:13

1.0 The Law

Please familiarize your team with the Florida Statute 189.069 Special districts; required reporting of information; web-based public access. Source:
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0100-0199/0189/Sections/0189.069.html

2.0 ADA & WCAG Compliance

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven day a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The Americans with Disabilities Act (ADA) and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

The World Wide Web Consortium (W3C) sets the main international standards for the World Wide Web and its accessibility. W3C created the Web Content Accessibility Guidelines (WCAG 2.0 and 2.1) which are similar to Section 508, but on an international level. WCAG 2.0 and 2.1 requires specific techniques for compliance and is more current than Section 508.

Source: <https://www.w3.org/WAI/standards-guidelines/wcag/>

3.0 Quarterly Technical & Human Audit Testing

This audit is as per the Florida Insurance Alliance, eGIS Insurance Advisors and other insurance guidelines. Please check with your insurance agency for specific requirements. Read more here: https://vglobaltech.com/wp-content/uploads/2019/03/FIA_ADA_Guidelines-2019-2020.pdf

VGlobalTech team is trained and well aware of ADA and WCAG 2.x Compliance guidelines. VGlobalTech has partnered with a local agency for the visually impaired – LightHouse Works. LightHouse has developed a unique program for digital accessibility that is run by visually impaired personnel that are highly skilled in human auditing of websites and software as per the section 508 stipulations. Read more about our partnership here: <https://vglobaltech.com/website-compliance/>



Together we are now able to provide not one but two compliance seals for all our customers. Details of the compliance seals are below.

3.1 Digital Asset Technical Compliance Seal:



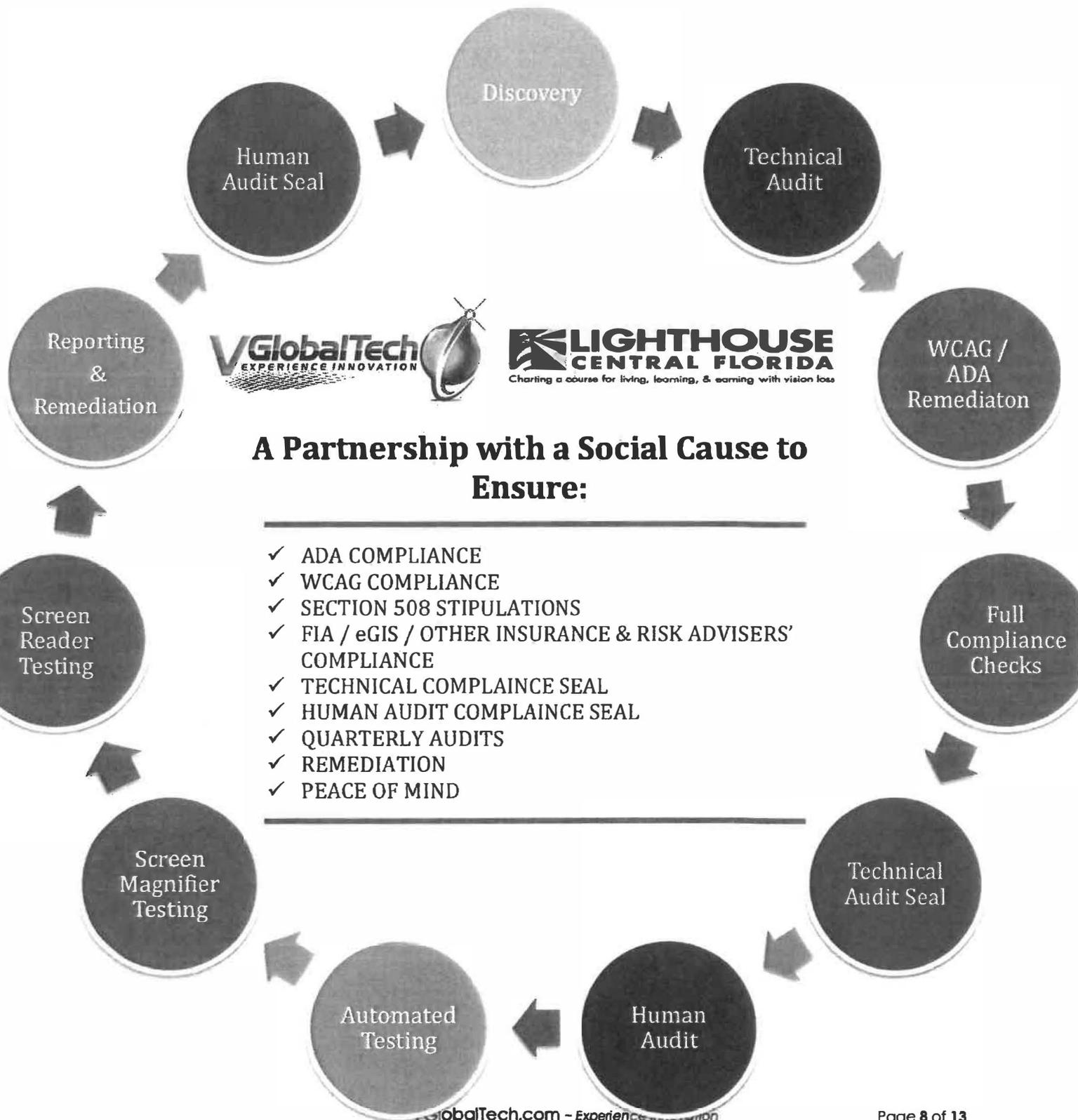
VGlobalTech in-house technical team shall remediate / test the website / software for ADA, WCAG compliance. VGlobalTech’s technical design & development team is fully aware of the Americans with Disability Act (ADA), Web Content Accessibility Guidelines (WCAG), **Section 508** of the Rehabilitation Act of 1973 and overall the design principles of a professional, accessible, functional and responsive web design. The entire team has taken dedicated time and efforts to learn these design principles first hand. Our purpose is clear – **Universal, Creative Web design that works for everyone, everywhere and every time!**

3.2 Human Audit Seal:



LightHouse Works’ visually impaired personnel shall actually test the website for compliance as per the section 508 and ADA requirements. The VGlobalTech technical team shall remediate any points discovered by LightHouse team and send the site for re-certification. Upon satisfactory completion LightHouse shall provide the Human Audit Seal that will be specific to the site and the VGlobalTech team shall put the seal on the site. This is an added layer of true Human Audit testing that provides full ADA compliance.

4.0 Compliance Process Flow:



A Partnership with a Social Cause to Ensure:

- ✓ ADA COMPLIANCE
- ✓ WCAG COMPLIANCE
- ✓ SECTION 508 STIPULATIONS
- ✓ FIA / eGIS / OTHER INSURANCE & RISK ADVISERS' COMPLIANCE
- ✓ TECHNICAL COMPLIANCE SEAL
- ✓ HUMAN AUDIT COMPLIANCE SEAL
- ✓ QUARTERLY AUDITS
- ✓ REMEDIATION
- ✓ PEACE OF MIND

Your strategic partner for Web Design, Software, Compliance, Marketing, and SEO solutions.

Call: 321-947-7777 | Email: contact@VGlobalTech.com | HQ: Orlando, Florida USA

Private and Confidential Document. No part of this document shall be produced, sent, copied to any parties it is not intended for. It is intended for the entities listed clearly on this proposal. Any distribution without written consent shall be prosecuted.

5.0 Pricing Options

Remediation pricing option is only for VGlobalTech's current customers that have already had their website converted / remediated by VGlobalTech as a one-time website build / remediation task. The pricing has been discounted for our current customers. The remediation option (option1) only applies to current customers. If you are not a current customer, please choose auditing only option (option2).

Option 1 (recommended):

Quarterly Technical & Human Audits, ADA Remediation and Document Conversion

\$1800/ Four Audits / Year

- ✓ Audit covers ADA and WCAG compliance testing
- ✓ Section 508 stipulations*
- ✓ Covers all technical **AND** human audit aspects as per industry experts
- ✓ Technical Audit conducted by **VGlobalTech**
- ✓ Human Audit conducted by **LightHouse Works** – Visually Impaired personnel
- ✓ Discounted, for existing customers, to cover both audits (technical and human audit) together
- ✓ **Full remediation** of errors found during Audits**
- ✓ Detailed recommendation on how to avoid future errors
- ✓ **Document Conversion from PDF to RTF as required*****
- ✓ Detailed customized report of errors found and fixed
- ✓ Compliance seals renewed after every audit
- ✓ Verify if site and new content is in compliance with ALL standards
- ✓ Complete Peace of mind

**only relevant points for CDD websites are covered from section 508 of the rehabilitation act:*

<https://www.section508.gov/manage/laws-and-policies>

***only applicable for sites built by VGlobalTech*

***documents limited to the year of contract only. No previous or future year documents shall be converted*

Option 2:

Quarterly Technical & Human Audits:

\$1450/ Four Audits / Year

- ✓ Audit covers ADA and WCAG compliance testing
- ✓ Section 508 stipulations*
- ✓ Covers all technical **AND** human audit aspects as per industry experts
- ✓ Technical Audit conducted by VGlobalTech
- ✓ Human Audit conducted by LightHouse Works – Visually Impaired personnel
- ✓ Discounted to cover both audits (technical and human audit) together
- ✓ Compliance seals renewed after every audit
- ✓ Verify if site and new content is in compliance with ALL standards
- ✓ Detailed customized report of errors found
- ✓ No remediation – customer will have to fix the errors themselves
- ✓ No Document conversion
- ✓ No recommendations on how to fix / avoid future errors

**only relevant points for CDD websites are covered from section 508 of the rehabilitation act:*

<https://www.section508.gov/manage/laws-and-policies>

This proposal includes following points, stipulations terms and conditions:

*** (1) conference call or in person meetings per month with client to review metrics, results and monthly recaps **unless otherwise noted***

*** email and phone communication**

*** Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.**

*** Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH****

*** Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the final authority in the ADA or WCAG compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues and cannot be held responsible for any legal or other lawsuits.**

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on www.VGlobalTech.com website. If client requests a refund within seven days of the date of signing their agreement they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

6.0 Proposal Acceptance:

The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech team can proceed with the project. All payments shall be made according to this agreement.

Please Sign, Date, Return to contact@vglobaltech.com:

Selected Option

Option 1 (recommended):

Quarterly Technical & Human Audits ADA Remediation and Document Conversion

Option 2:

Quarterly Technical & Human Audits only (without remediation or document conversion)

For Customer

Date

VB Joshi

For VGlobalTech

Date

7.0 References:

ADA Best Practices Tool Kit for State and Local Governments:

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

U.S. Department of Justice, Civil Rights Division, Disability Rights Section

<https://www.ada.gov/websites2.htm>

Web design Standards: <https://www.w3schools.com/>

Web Content Accessibility Guidelines (WCAG) <https://www.w3.org/TR/WCAG21/>

VGlobalTech Web Content Accessibility Implementation and Checkpoints:

<http://vglobaltech.com/website-compliance/>



BBB Rating: A+

[Click for Profile](#)

Contact Information:

Website: <https://vglobaltech.com>

Email: contact@VGlobalTech.com

Call: 321-947-7777

SECTION VII

**Highland Meadows
West Community
Development District**

FINANCIAL STATEMENTS

September 30, 2018



CRI CARR
RIGGS &
INGRAM

CPAs and Advisors

CRIcpa.com

Highland Meadows West Community Development District
Table of Contents
September 30, 2018

REPORT

Independent Auditors' Report	1
------------------------------	---

FINANCIAL STATEMENTS

Management's Discussion and Analysis (required supplemental information)	3
--	---

Basic Financial Statements

Government-Wide Financial Statements

Statement of Net Position	7
---------------------------	---

Statement of Activities	8
-------------------------	---

Fund Financial Statements

Balance Sheet – Governmental Funds	9
------------------------------------	---

Statement of Revenues, Expenditures and Changes in Fund Balances – Governmental Funds	10
--	----

Notes to Financial Statements	11
-------------------------------	----

Required Supplemental Information (other than MD&A)

Budget to Actual Comparison Schedule - General Fund	17
---	----

Independent Auditors' Report on Internal Control Over Financial Reporting and On Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance With <i>Government Auditing Standards</i>	18
---	----

Management Letter	20
-------------------	----

Independent Accountants' Report on Compliance with Section 218.415 Florida Statutes	22
---	----



Carr, Riggs & Ingram, LLC
Certified Public Accountants
500 Grand Boulevard
Suite 210
Miramar Beach, Florida 32550

(850) 837-3141
(850) 654-4619 (fax)
CRICpa.com

INDEPENDENT AUDITORS' REPORT

To the Board of Supervisors
Highland Meadows West Community Development District
Polk County, Florida

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of Highland Meadows West Community Development District (hereinafter referred to as "District"), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2018, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, 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. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 26, 2019, on our consideration of the District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
June 26, 2019



Management's Discussion and Analysis

Highland Meadows West Community Development District Management's Discussion and Analysis

Our discussion and analysis of the Highland Meadows West Community Development District's financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2018. Please read it in conjunction with the District's financial statements, which begin on page 7.

FINANCIAL HIGHLIGHTS

- At September 30, 2018, the liabilities of the District exceed its assets by approximately \$152,000 (deficit).
- During the year ended September 30, 2018, the District incurred approximately \$154,000 in legal and engineering expenses in anticipation of the bond issuance.
- During the year ended September 30, 2018, the developer contributed \$20,167.

USING THE ANNUAL REPORT

This annual report consists of a series of financial statements. The Statement of Net Position and the Statement of Activities on pages 7 – 8 provide information about the activities of the District as a whole and present a longer-term view of the District's finances. Fund financial statements start on page 9. For governmental activities, these statements tell how these services were financed in the short-term as well as what remains for future spending. Fund financial statements also report the District's operations in more detail than the government-wide statements by providing information about the District's most significant funds.

Reporting the District as a Whole

Our analysis of the District as a whole begins on page 4. One of the most important questions asked about the District's finances is, "Is the District as a whole better off or worse off as a result of the year's activities?" The Statement of Net Position and the Statement of Activities report information about the District as a whole and about its activities in a way that helps answer this question. These statements include all assets and liabilities using the accrual basis of accounting, which is similar to the accounting used by most private-sector companies. All of the current year's revenues and expenses are taken into account regardless of when cash is received or paid.

These two statements report the District's net position and related changes during the current year. You can think of the District's net position – the difference between assets and liabilities – as one way to measure the District's financial health, or financial position. Over time, increases or decreases in the District's net position is one indicator of whether its financial health is improving or deteriorating. You will need to consider other nonfinancial factors; however, such as changes in the District's assessment base and the condition of the District's infrastructure, to assess the overall health of the District.

Highland Meadows West Community Development District Management's Discussion and Analysis

Reporting the District's Most Significant Funds

Our analysis of the District's major funds begins on page 5. The fund financial statements begin on page 9 and provide detailed information about the most significant funds – not the District as a whole. Some funds are required to be established by State law and by bond covenants. All of the District's funds are governmental fund-types.

- *Governmental funds* – All of the District's basic services are reported in governmental funds, which focus on how money flows into and out of those funds and the balances left at year-end that are available for spending. The governmental fund statements provide a detailed short-term view of the District's general government operations and the basic services it provides. Governmental fund information helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs.

THE DISTRICT AS A WHOLE

The following table reflects the condensed Statement of Net Position. The District has no comparative information for the prior year due to the District's inception on July 10, 2018.

<i>September 30,</i>	2018	2017	Change
Assets			
Current and other assets	\$ 20,167	\$ -	\$ 20,167
Total assets	20,167	-	20,167
Total assets	\$ 20,167	\$ -	\$ 20,167
Liabilities			
Current liabilities	\$ 172,655	\$ -	\$ 172,655
Total liabilities	172,655	-	172,655
Net position			
Unrestricted	(152,488)	-	(152,488)
Total net position (deficit)	(152,488)	-	(152,488)
Total liabilities and net position	\$ 20,167	\$ -	\$ 20,167

For more detailed information, see the accompanying Statement of Net Position.

During the fiscal year ended September 30, 2018, total assets and liabilities increased by approximately \$20,000 and \$173,000, respectively. The increase in assets is due to amounts due from developer for the initial funding request. The increase in liabilities is due primarily due to the accrual of legal and engineering fees in anticipation of bond issuance.

Highland Meadows West Community Development District Management's Discussion and Analysis

The following schedule compares the Statement of Activities for the current and previous fiscal year. The District has no comparative information for the prior year due to the District's inception on July 10, 2018.

<i>Year ended September 30,</i>	2018	2017	Change
Revenues:			
Program revenues:			
Charges for services	\$ 20,167	\$ -	\$ 20,167
Total revenues	20,167	-	20,167
Expenses:			
General government	172,655	-	172,655
Total expenses	172,655	-	172,655
Change in net position	(152,488)	-	(152,488)
Net position, beginning	-	-	-
Net position (deficit), ending	\$ (152,488)	\$ -	\$ (152,488)

For more detailed information, see the accompanying Statement of Activities.

During the fiscal year ended September 30, 2018, total revenues and expenses increased by approximately \$20,000 and \$173,000, respectively. The increase in revenues is due to the accrual of developer contributions for the initial funding request. The increase in expenses is due primarily due to the accrual of legal and engineering fees in anticipation of bond issuance. The overall result was a \$152,488 decrease in net position for fiscal year 2018.

THE DISTRICT'S FUNDS

As the District completed the year, its governmental funds (as presented in the balance sheet on page 9) reported a combined deficit fund balance of approximately \$152,000. Significant transactions are discussed below.

- During the year ended September 30, 2018, the District incurred approximately \$154,000 in legal and engineering expenses in anticipation of the bond issuance.
- During the year ended September 30, 2018, the developer contributed \$20,167.

The overall decrease in fund balance for the year ended September 30, 2018 totaled \$152,488.



Highland Meadows West Community Development District Management's Discussion and Analysis

GOVERNMENTAL FUNDS BUDGETARY HIGHLIGHTS

An Operating budget was established in the current year by the governing board for the District pursuant to the requirements of Florida Statutes. The budget to actual comparison for the general fund, including the original budget and final adopted budget, is shown at page 17.

The District experienced an unfavorable variance in revenues as compared to the budget in the amount of \$17,426. Conversely, the district experienced a favorable variance in expenditures as compared to the budget in the amount of \$12,584. The variance in expenditures occurred primarily due to anticipated operating expenditures that were not incurred during the year. Revenues varied in a similar manner because the Developer currently funds the operations of the District generally to the extent it makes expenditures.

FUTURE FINANCIAL FACTORS

Highland Meadows West Community Development District is an independent special district that operates under the provisions of Chapter 190, Florida Statutes. The District operates under an elected Board of Supervisors, which establishes policy and sets assessment rates. For fiscal year 2019, the Developer has agreed to fund the operations of the District.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide a general overview of the District's finances. If you have questions about this report or need additional financial information, contact the Highland Meadows West Community Development District's management company at 9145 Narcoossee Road, Suite A206, Orlando, Florida 32827.



Basic Financial Statements

**Highland Meadows West Community Development District
Statement of Net Position**

<i>September 30,</i>	2018
	Governmental Activities
Assets	
Due from developer	\$ 20,167
Total assets	20,167
Liabilities	
Accounts payable	172,655
Total liabilities	172,655
Net position	
Unrestricted	(152,488)
Total net position (deficit)	\$ (152,488)

The accompanying notes are an integral part of these financial statements.

**Highland Meadows West Community Development District
Statement of Activities**

Year ended September 30,

2018

<u>Functions/Programs</u>	<u>Expenses</u>	<u>Program Revenues</u>	<u>Charges for Services</u>	<u>Governmental Activities</u>	<u>Net (Expense) Revenue and Changes in Net Position</u>
Primary government:					
Governmental activities:					
General government	\$ (172,655)	\$ 20,167	\$ 20,167	\$ (152,488)	\$ (152,488)
Total governmental activities	\$ (172,655)	\$ 20,167	\$ 20,167	\$ (152,488)	\$ (152,488)
					<u>Net position - beginning of year</u> -
					<u>Net position (deficit) - end of year</u> \$ (152,488)

The accompanying notes are an integral part of these financial statements.

**Highland Meadows West Community Development District
Balance Sheet – Governmental Funds**

<i>September 30,</i>	2018		
	General	Capital Projects	Total Governmental Funds
Assets			
Due from developer	\$ 20,167	\$ -	\$ 20,167
Total assets	\$ 20,167	\$ -	\$ 20,167
Liabilities and Fund Balances			
Liabilities			
Accounts payable	\$ 18,484	\$ 154,171	\$ 172,655
Total liabilities	18,484	154,171	172,655
Fund balances			
Unassigned	1,683	(154,171)	(152,488)
Total fund balances (deficit)	1,683	(154,171)	(152,488)
Total liabilities and fund balances	\$ 20,167	\$ -	\$ 20,167

The accompanying notes are an integral part of these financial statements.

**Highland Meadows West Community Development District
Statement of Revenues, Expenditures and Changes in Fund Balances –
Governmental Funds**

<i>Year ended September 30,</i>	2018		
	General	Capital Projects	Total Governmental Funds
Revenues			
Developer contributions	\$ 20,167	\$ -	\$ 20,167
Total revenues	20,167	-	20,167
Expenditures			
Current:			
General government	18,484	154,171	172,655
Total expenditures	18,484	154,171	172,655
Excess (deficit) of revenues over expenditures	1,683	(154,171)	(152,488)
Fund balances, beginning of year	-	-	-
Fund balances (deficit), end of year	\$ 1,683	\$ (154,171)	\$ (152,488)

The accompanying notes are an integral part of these financial statements.

Highland Meadows West Community Development District Notes to Financial Statements

NOTE 1: NATURE OF ORGANIZATION

The Highland Meadows West Community Development District (the “District”) was established on July 10, 2018 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes, by Polk County Ordinance No. 18-045. The Act provides, among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by a Board of Supervisors (“Board”), which is comprised of five members. The current Supervisors have been elected by qualified electors residing within the District. At September 30, 2018, all of the Supervisors are affiliated with the developer of the community, HMD West, LLC. The Board of Supervisors of the District exercises all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the final responsibility for:

1. Assessing and levying assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

In evaluating how to define the government, for financial reporting purposes, management has considered all potential component units. The decision to include or exclude a potential component unit in the reporting entity was made by applying the criteria set forth by Generally Accepted Accounting Principles (GAAP) as defined by the Governmental Accounting Standards Board (GASB). Based on the foregoing criteria, no potential component units were found.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting policies of the District conform to GAAP as applicable to governments in accordance with those promulgated by GASB. The following is a summary of the more significant policies:

Government-wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

Highland Meadows West Community Development District Notes to Financial Statements

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

The government-wide financial statements (i.e., the Statement of Net Position and the Statement of Activities) report information on all the non-fiduciary activities of the primary government. Governmental activities, which normally are supported by assessments, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The business-type activities are reported separately in government-wide financial statements; however, at September 30, 2018, the District did not have any significant business-type activities. Therefore, no business-type activities are reported. Assessments and other items not properly included as program revenues (i.e., charges to customers or applicants who purchase, use, or directly benefit from goods or services) are reported as general revenues.

Separate financial statements are provided for governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting and Basis of Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and other similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Developer contributions and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the District.

The District reports the following major governmental funds:

General Fund – The General Fund is the primary operating fund of the District. It is used to account for all financial resources except those required to be accounted for in other funds.

Capital Projects Fund– The Capital Projects Fund is used to account for the financial resources to be used in the acquisition or construction of major infrastructure within the District.

For the year ended September 30, 2018, the District does not report any proprietary funds.

Highland Meadows West Community Development District Notes to Financial Statements

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the District's policy to use restricted resources first, then unrestricted resources as they are needed. When committed, assigned, or unassigned resources are available for use in the governmental fund financial statements, it is the government's policy to use committed resources first, followed by assigned resources, then unassigned resources as needed.

Cash, Deposits and Investments

The District maintains deposits with "Qualified Public Depositories" as defined in Chapter 280, Florida Statutes. All Qualified Public Depositories must place with the Treasurer of the State of Florida securities in accordance with collateral requirements determined by the State's Chief Financial Officer. In the event of default by a Qualified Public Depository, the State Treasurer will pay public depositors all losses. Losses in excess of insurance and collateral will be paid through assessments between all Qualified Public Depositories.

Under this method, all the District's deposits are fully insured or collateralized at the highest level of security as defined by GASB, Statement Number 40, *Deposits and Investment Disclosures (An Amendment of GASB, Statement Number 3)*.

The District is authorized to invest in financial instruments as established by Section 218.415, Florida Statutes. The authorized investments include among others negotiable direct or indirect obligations which are secured by the United States Government; the Local Government Surplus Trust Funds as created by Section 218.415, Florida Statutes; SEC registered money market funds with the highest credit quality rating from a nationally recognized rating agency; and interest-bearing time deposits or savings accounts in authorized financial institutions.

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the U.S. requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position and balance sheet – governmental funds will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The District does not have any of this type of item at September 30, 2018.

Highland Meadows West Community Development District Notes to Financial Statements

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

In addition to liabilities, the statement of financial position and balance sheet – governmental funds will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District does not have any of this type of item at September 30, 2018.

Fund Equity

Net position in the government-wide financial statements represents the difference between assets and deferred outflows of resources and liabilities and deferred inflows of resources and is categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents assets related to infrastructure and property, plant and equipment, net of any related debt. Restricted net position represents the assets restricted by the District's bond covenants.

Governmental fund equity is classified as fund balance. Fund balance is further classified as nonspendable, restricted, committed, assigned, or unassigned. Nonspendable fund balance cannot be spent because of its form. Restricted fund balance has limitations imposed by creditors, grantors, or contributors or by enabling legislation or constitutional provisions. Committed fund balance is a limitation imposed by the District board through approval of resolutions. Assigned fund balance is a limitation imposed by a designee of the District board. Unassigned fund balance in the General Fund is the net resources in excess of what can be properly classified in one of the above four categories. Negative unassigned fund balance in other governmental funds represents excess expenditures incurred over the amounts restricted, committed, or assigned to those purposes.

Budgets

The District is required to establish a budgetary system and an approved annual budget. Annual budgets are legally adopted on a basis consistent with GAAP for the General Fund. Any revision to the budget must be approved by the District Board. The budgets are compared to actual expenditures. In instances where budget appropriations and estimated revenues have been revised during the year, budget data presented in the financial statements represent final authorization amounts.

The District follows these procedures in establishing the budgetary data reflected in the financial statements:

- A. Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- B. A public hearing is conducted to obtain comments.
- C. Prior to October 1, the budget is legally adopted by the District Board.
- D. All budget changes must be approved by the District Board, unless otherwise delegated by the District Board.
- E. Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America.



Highland Meadows West Community Development District Notes to Financial Statements

NOTE 3: RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District maintains commercial insurance coverage to mitigate the risk of loss. Coverage may not extend to all situations. Management believes such coverage is sufficient to preclude any significant uninsured losses to the District.

NOTE 4: MANAGEMENT COMPANY

The District has contracted with a management company, Governmental Management Services, to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

NOTE 5: RELATED PARTY TRANSACTIONS

A significant portion of the District's activity is dependent upon the continued involvement of the developer, HMD West, LLC, the loss of which could have a material adverse effect on the District's operations.

The developer has agreed to fund the operations of the District. For the year ended September 30, 2018, the developer contributed \$20,167 to the General Fund, all of which is outstanding at year end and is recorded as Due from developer on the accompanying Statement of Net Position and Balance Sheet – Governmental Funds.

During the year ended September 30, 2018, the District incurred approximately \$145,000 in engineering expenses in anticipation of the bond issuance (see Note 6). These expenses were paid by the Developer on behalf of the District and are included in Accounts payable on the accompanying Statement of Net Position and Balance Sheet – Governmental Funds.

NOTE 6: COMMITMENT

The District has \$87,075 remaining on the engineering contract with Dennis Wood Engineering, LLC for the 2019 project. The original contract was \$199,900.



Highland Meadows West Community Development District Notes to Financial Statements

NOTE 7: SUBSEQUENT EVENTS

Subsequent to year end, the District entered into an interlocal agreement with Davenport Road South Community Development District for its share of the amenity costs. The allocation is based on the number of assessable units developed and to be developed within each District. The District's initial share of the amenity budget expenses is approximately 52%. Subsequent to year end, the District was assessed \$614,684 for its share of the fiscal year 2019 amenity costs.

In April 2019, the District issued \$6,385,000 of Series 2019 Special Assessment Bonds, consisting of \$575,000 Term Bonds, \$695,000 Term Bonds, \$1,960,000 Term Bonds and \$3,155,000 Term Bonds with interest rates of 4.000%, 4.125%, 4.875%, and 5.000%, respectively. The Series 2019 bonds were issued to fund the planning, financing, acquisition, construction, equipping and installation of the Series 2019 Project. Interest is paid semiannually on each May 1 and November 1. Principal payments on the Series 2019 \$575,000 Term Bonds are made serially commencing on November 1, 2020 through November 1, 2024. Principal payments on the Series 2019 \$695,000 Term Bonds are made serially commencing on November 1, 2025 through November 1, 2029. Principal payments on the Series 2019 \$1,960,000 Term Bonds are made serially commencing on November 1, 2030 through November 1, 2039. Principal payments on the Series 2019 \$3,155,000 Term Bonds are made serially commencing on November 1, 2040 through November 1, 2049.



**Required Supplemental Information
(Other than MD&A)**

**Highland Meadows West Community Development District
Budget to Actual Comparison Schedule – General Fund**

<i>Year ended September 30,</i>	2018		
	Original and Final Budget	Actual Amounts	Variance with Final Budget
Revenues			
Developer contributions	\$ 37,593	\$ 20,167	\$ (17,426)
Total revenues	37,593	20,167	(17,426)
Expenditures			
General government	31,068	18,484	12,584
Total expenditures	31,068	18,484	12,584
Excess of revenues over expenditures	\$ 6,525	\$ 1,683	\$ (4,842)



Carr, Riggs & Ingram, LLC
Certified Public Accountants
500 Grand Boulevard
Suite 210
Miramar Beach, Florida 32550

(850) 837-3141
(850) 654-4619 (fax)
CRlcpa.com

INDEPENDENT AUDITOR’S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Supervisors
Highland Meadows West Community Development District
Polk County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Highland Meadows West Community Development District (hereinafter referred to as the “District”), as of and for the year ended September 30, 2018, and the related notes to the financial statements, which collectively comprise the District’s basic financial statements, and have issued our report thereon dated June 26, 2019

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness the District’s internal control. Accordingly, we do not express an opinion on the effectiveness of the District’s internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
June 26, 2019



Carr, Riggs & Ingram, LLC
Certified Public Accountants
500 Grand Boulevard
Suite 210
Miramar Beach, Florida 32550

(850) 837-3141
(850) 654-4619 (fax)
CRlcpa.com

MANAGEMENT LETTER

To the Board of Supervisors
Highland Meadows West Community Development District
Polk County, Florida

Report on the Financial Statements

We have audited the financial statements of the Highland Meadows West Community Development District ("District") as of and for the fiscal year ended September 30, 2018, and have issued our report thereon dated June 26, 2019.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountant's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 26, 2019, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. This is the District's first annual audit report.

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information required is disclosed in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Riggs & Ingram, L.L.C.

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
June 26, 2019



Carr, Riggs & Ingram, LLC
Certified Public Accountants
500 Grand Boulevard
Suite 210
Miramar Beach, Florida 32550

(850) 837-3141
(850) 654-4619 (fax)
CRlcpa.com

INDEPENDENT ACCOUNTANTS' REPORT

To the Board of Supervisors
Highland Meadows West Community Development District
Polk County, Florida

We have examined Highland Meadows West Community Development District's compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, during the year ended September 30, 2018. Management of the District is responsible for the District's compliance with the specified requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and performed the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination on the District's compliance with specified requirements.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2018.

This report is intended solely for the information and use of management and the State of Florida Auditor General and is not intended to be and should not be used by anyone other than these specified parties.

Carr, Riggs & Ingram, LLC

CARR, RIGGS & INGRAM, LLC

Miramar Beach, Florida
June 26, 2019

SECTION VIII

Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

Highland Meadows West Community Development
District
c/o Governmental Management Services
135 W. Central Boulevard, Suite 320
Orlando, Florida 32801

**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT**

Board of Supervisors¹

Highland Meadows West Community Development District

Warren K. (“Rennie”) Heath II
Chairperson

Keaton Alexander
Assistant Secretary

Lauren Schwenk
Assistant Secretary

Andrew Rhinehart
Assistant Secretary

Patrick Marone
Assistant Secretary

Governmental Management Services
District Manager
135 W. Central Boulevard, Suite 320
Orlando, Florida 32801
(407) 841-5524

District records are on file at the offices of Governmental Management Services, located at 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801, and at the District’s local records office at the offices of Cassidy Homes, 346 E. Central Avenue, Winter Haven, Florida 33880, and are available for public inspection upon request during normal business hours.

¹ This list reflects the composition of the Board of Supervisors as of July 10, 2019. For a current list of Board Members, please contact the District Manager’s office.

TABLE OF CONTENTS

Introduction	3
What is the District and how is it governed?.....	4
What infrastructure improvements does the District provide and how are the improvements paid for?	5
Assessments, Fees and Charges	7
Method of Collection.....	8

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT

INTRODUCTION

The Highland Meadows West Community Development District (“**District**”) is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well maintenance, of roadways, utilities, earthwork, stormwater management, landscape, irrigation, entry features, street lighting, underground electric, conservation and mitigation, an amenity facility, and other related public infrastructure.

**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY
THE HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT**

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the Highland Meadows West Community Development District and the assessments, fees and charges that may be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

What is the District and how is it governed?

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the “Act”), and established by Ordinance No. 18-045, enacted by the Board of County Commissioners in and for Polk County, Florida (“County”), which was effective on July 10, 2018. The District encompasses approximately 87.91 acres of land, more or less, located entirely within the boundaries of Haines City, Florida (“City”). As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of the State and citizens of the United States. Within ninety (90) days of appointment of the initial board, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are then held every two years in November. Commencing when both six years after the initial appointment of Supervisors have passed and the District has attained a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A “qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Polk County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in a local newspaper and conducted in a public forum in which public participation is permitted. Consistent with Florida’s public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State’s open meetings law and are generally subject to the same disclosure requirements as other elected officials under the State’s ethics laws.

**What infrastructure improvements does the District provide
and how are the improvements paid for?**

The District is comprised of approximately 87.91 acres of land located entirely within Haines City, Florida. The legal description of the lands encompassed within the District is attached hereto as Exhibit “A.” The public infrastructure necessary to support the District’s development program includes, but is not limited to, roadways, stormwater management system facilities, off-site improvements; water and wastewater facilities, landscaping, hardscaping and irrigation, and street lighting. These infrastructure improvements are more fully detailed below. To plan the infrastructure improvements necessary for the District, the District adopted an *Engineer’s Report for Capital Improvements*, dated July 2018, as supplemented by the *Supplemental Engineer’s Report for Capital Improvements*, dated April 5, 2019 (together, the “Engineer’s Report”), which details all of the improvements contemplated for the completion of the infrastructure of the District (the “Capital Improvement Plan”). Copies of the Engineer’s Report are available for review in the District’s public records.

These public infrastructure improvements have been and will be funded by the District’s sale of bonds. On October 15, 2018, the Circuit Court for the Tenth Judicial Circuit, in and for Hardee, Highlands, and Polk Counties, entered a Final Judgment validating the District’s ability to issue an aggregate principal amount not to exceed \$12,000,000 in Special Assessment Bonds for infrastructure needs of the District.

On April 25, 2019, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for the improvements to Phase 1 of the District (the “Series 2019 Project”) of the District. On that date, the District issued its Highland Meadows West Community Development District, Special Assessment Bonds, Series 2019, in the amount of \$6,385,000 (the “Series 2019 Bonds”). Proceeds of the Series 2019 Bonds are being used to finance the cost of a portion of the acquisition, construction, installation, and equipping of the Series 2019 Project.

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District’s boundaries. Stormwater runs off via roadway curb and gutter to storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and/or wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District’s stormwater management systems is regulated by the City and the SWFWMD. There are no known surface waters.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0358G (dated 12/22/2016) demonstrates that the majority of the property is located within Flood Zone X. Based on this information and the site topography, it does not appear that floodplain compensation is required.

During the construction of stormwater management facilities, utilities and roadway improvements, the contractor will be required to adhere to a Stormwater Pollution Prevention

Plan (SWPPP), as required by Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA).

Public Roadways

The proposed public roadway sections are to be fifty (50) feet of right-of-way with twenty-four (24) feet of asphalt and Miami curb or Type F curb and gutter on both sides. The proposed roadway section will consist of stabilized subgrade, lime rock, crushed concrete or cement treated base and asphalt wearing surface. The proposed curb is to be two (2) feet wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and also to provide stormwater runoff conveyance to the proposed stormwater inlets. Underdrain is provided as necessary to control groundwater and protect the roadway base material.

The proposed roadways will also require signing and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District's funding of roadway construction will occur for all public roadways.

Water and Wastewater Facilities

A potable water system will be a “looped system”, inclusive of water main, gate valves, fire hydrants and appurtenances (“Water System”). The Water System will provide the potable (domestic) and fire protection services which will serve the entire District, and will be installed within the proposed public rights-of-way within the District. The water service provider will be the City’s Public Utilities. The Water System will provide the potable (domestic) and fire protection services, which will serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be 8" diameter PVC. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under the proposed paved roadways. Branching off from these sewer lines will be laterals to serve the individual lots. A lift station is anticipated for this Capital Improvement Plan. Flow from the lift station shall be connected to a proposed force main along Orchid Drive.

Reclaimed water is not available for this site. An irrigation well to be funded by the District will be installed onsite to provide irrigation within the public right of way or irrigation water service shall be provided as part of the domestic water system design. Any water, sewer, or reclaim water pipes or facilities placed on private property will not be publicly funded.

Off-Site Improvements

The District will provide funding for the anticipated turn lanes at the District’s entrance. The site construction activities associated with the Capital Improvement Plan are anticipated for completion by phases based on the following estimated schedule: Phase 1 in 2020, and Phase 2 in 2021 (“Phases”). Upon completion of the master infrastructure improvements,

inspection/certifications will be obtained from the SWFWMD; the Polk County Health Department (water distribution system), Florida Department of Environmental Protection (FDEP) (wastewater collection) and the City and County.

Amenities and Parks

Pursuant to an *Interlocal Agreement Between Davenport Road South and the District* (together, the “Districts”), *Regarding Mutual Cooperation for the Financing, Operation and Maintenance of Certain Amenities to be Acquired, and/or Constructed*, dated April 10, 2019, and recorded in the Official Records of Polk County (*Book 10832, Pages 1897-1910*), the District will share funding for an amenity center with Davenport Road Community Development District, which will include the following: parking area, pavilion with restroom facilities, pool, tot lot, dog park/all-purpose play field, and walking trails between the Districts to provide connectivity to the amenity center, and passive parks throughout the Phases which will include benches and walking trails.

Electric and Lighting

The electric distribution system through the District is currently planned to be underground. The District presently intends to fund and construct the electric conduit, transformer/cabinet pads, and electric manholes required by DUKE. Electric facilities will be owned and maintained by DUKE after dedication, with DUKE providing underground electrical service to the District. The District presently intends to fund the cost to purchase and install the street lighting along the internal roadways within the District. These lights will be owned, operated and maintained by DUKE after dedication, with the District funding maintenance services.

Entry Feature

Landscaping, irrigation, entry features and walls at the entrances and along the outside boundary of the District will be provided by the District. The irrigation system will use an irrigation well. The well and irrigation watermain to the Phases of the District will be constructed or acquired by the District with District funds and operated and maintained by the District. Landscaping for the roadways will consist of sod, annual flowers, shrubs, ground cover and trees for the internal roadways within the District. Perimeter fencing will be provided at the site entrances and perimeters. These items will be funded, owned and maintained by the District.

Assessments, Fees and Charges

A portion of the master infrastructure improvements of the Series 2019 Project, identified in the District’s Capital Improvement Plan, will be financed by the District from the proceeds of the sale of its Series 2019 Bonds. The amortization schedules for the Series 2019 Bonds are available in the District’s public records. The annual debt service obligations of the District must be defrayed by annual assessments on benefited property. Copies of the District’s *Master Assessment Methodology*, dated July 24, 2018, as supplemented by that *Supplemental Assessment Methodology*, dated April 10, 2019 (collectively, the “Assessment Methodology”), are available for review in the District’s public records.

The Series 2019 Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the District's Series 2019 Project (the "Series 2019 Debt Assessments"). The Series 2019 Debt Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The Series 2019 Debt Assessments are levied in accordance with the District's Assessment Methodology and represent an allocation of the costs of the Series 2019 Project to those lands within the District benefiting from the Series 2019 Project.

The Series 2019 Debt Assessments described above exclude any operations and maintenance assessments ("O&M Assessments"), which may be determined and calculated annually by the District's Board of Supervisors and are levied against all benefitted lands in the District. A detailed description of all costs and allocations which result in the formulation of assessments, fees, and charges is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the District as presented herein reflect the District's current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, *Florida Statutes*.

Method of Collection

The District's Series 2019 Debt Assessments and/or O&M Assessments may appear on that portion of the annual Polk County Tax Notice entitled "non-ad valorem assessments," and will be collected by the Polk County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The District may also elect to collect the assessment directly.

This description of the Highland Meadows West Community Development District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing maintenance and infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to or call the: District Manager, Highland Meadows West Community Development District, 135 W. Central Boulevard, Suite 320, Orlando, Florida 32801 or call (407) 841-5524.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District's public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other

sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, this Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the _____ day of _____, 2019, and recorded in the Official Records of Polk County, Florida.

**HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT**

By: Warren K. ("Rennie") Heath II, Chairperson

Witness

Witness

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Warren K. ("Rennie") Heath II, Chairperson of the Highland Meadows West Community Development District, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

Notary Public, State of Florida

Print Name: _____

Commission No.: _____

My Commission Expires: _____

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1 (272708-727500-040040)

TRACT 4 IN THE SW ¼ OF SECTION 8 TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND THE SOUTH ½ OF CLOSED ROAD LYING ALONG THE NORTH BOUNDARY THEREOF AS RECORDED IN O.R. BOOK 4200, PAGE 569, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 2 (272708-727500-040052)

TRACTS 7 AND 8 AND THE SOUTH ½ OF TRACTS 5 AND 6 IN THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, ALL BEING A PART OF FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND THE SOUTH ½ OF CLOSED ROAD LYING ALONG THE NORTH BOUNDARY OF LOTS 7 AND 8 AS DESCRIBED IN O.R. BOOK 4200, PAGE 569; LESS ROAD RIGHT-OF-WAY FOR ORCHID DRIVE AND LESS ADDITIONAL RIGHT-OF-WAY SET FORTH IN MAP BOOK 17, PAGES 78-86, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 3 (272708-727500-040090)

TRACTS 9, 10, AND 11, IN THE SW ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, BEING LOCATED IN THE SE ¼ OF THE NE ¼ OF THE SW ¼ AND THE EAST ½ OF THE SW ¼ OF THE NE ¼ OF THE SW ¼ OF SECTION 8.

PARCEL 4 (272708-000000-042050)

THE SOUTHEAST ¼ OF THE SOUTHWEST ¼, LESS THE EAST ¼ OF THE SOUTH ½ AND LESS MAINTAINED RIGHT-OF-WAY, IN SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

PARCEL 5 (272708-727500-020170)

TRACT 17 IN THE SOUTHEAST ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, MAP OF FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PARCEL 6 (272708-727500-020180)

TRACT 18 IN THE SE ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, ACCORDING TO PLAT OF FLORIDA DEVELOPMENT COMPANY, AS PER MAP OR PLAT THEREOF RECORDED IN OFFICE OF CLERK OF CIRCUIT COURT OF POLK COUNTY, FLORIDA IN PLAT BOOK 3, PAGES 60 ET. SEQ.

PARCEL 7 (272708-727500-020310)

TRACTS 31 AND 32 IN THE SE ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF THE MAP OF FLORIDA DEVELOPMENT CO. TRACT, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

SUBJECT TO MAINTAINED PUBLIC ROAD RIGHT-OF-WAY, EASEMENTS OF RECORD, AND REAL PROPERTY TAXES FOR THE CURRENT YEAR.

PARCEL 8 (272708-727500-020190)

TRACTS 19 AND 30, IN THE SE ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF THE MAP OF FLORIDA DEVELOPMENT COMPANY'S SUBDIVISION, ACCORDING TO THE PLAT THERE OF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

CONTAINING 87.91 ACRES MORE OR LESS.

SECTION IX

RESOLUTION 2019-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO FILE A PETITION WITH POLK COUNTY, 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 Highland Meadows West Community Development District (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. 18-045 ("Ordinance"), adopted by the Board of County Commissioners of Polk County, Florida ("County") on July 10, 2018, and being situated mostly in Polk County, Florida; and

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

WHEREAS, the District presently consists of approximately 87.91 acres of land, more or less, as more fully described in the Ordinance; and

WHEREAS, the primary developer of the lands within the District ("Developer"), has approached the District and requested the District petition to amend its boundaries to add approximately 10 acres of land, more or less, as more particularly described in the attached **Exhibit A** ("Property"); and

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

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

WHEREAS, addition of the Property in **Exhibit A** to the District is not inconsistent with either the State or local comprehensive plans; and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS WEST 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 Chairman and District staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the County, to seek the amendment of the District’s boundaries to add 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 Chairman, 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 County to amend the boundaries of the District.

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

PASSED AND ADOPTED this 10th day of July, 2019.

ATTEST:

**HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice-Chairman

EXHIBIT A

Parcel ID No.: 27-27-08-727500-040120

SECTION X

**BOUNDARY AMENDMENT FUNDING AGREEMENT BETWEEN
THE HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT
AND _____**

THIS AGREEMENT (“Agreement”) is made and entered into this 10th day of July, 2019, by and between:

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 (the “District”), and

_____, a Florida _____ and affiliate of the primary developer within the District, with a mailing address of _____ (“Developer”).

RECITALS

WHEREAS, the District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (“Act”), as established by Ordinance No. 18-045 (“Ordinance”), adopted by the Board of County Commissioners of Polk County, Florida (“County”) on July 10, 2018, and being situated mostly in Polk County, Florida; and

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

WHEREAS, the District presently consists of approximately 87.91 acres of land, more or less, as more fully described in the Ordinance; and

WHEREAS, Developer has approached the District and requested the District petition to amend its boundaries to include additional lands to the District; and

WHEREAS, the amendment proposed by Developer is within the amendment size restrictions contained within section 190.046(1), *Florida Statutes*, and will result in the District being comprised of approximately 97.91 acres; and

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

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

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

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

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

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

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

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

SECTION 3. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

SECTION 4. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 5. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

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

SECTION 7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

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

A. If to the District: Highland Meadows West Community
Development District
135 West Central Boulevard, Suite 320
Orlando, Florida 32801
Attn: Jillian Burns

With a copy to: Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Roy Van Wyk

B. If to Developer: _____

Attn: _____

With a copy to: _____

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties

and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addresses set forth in this Agreement.

SECTION 9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

SECTION 10. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

SECTION 11. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

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

SECTION 13. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.

SECTION 14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.

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

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such

counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Signatures on next page]

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

ATTEST:

**HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT
DISTRICT**

Assistant Secretary

Name: _____

Title: _____

WITNESS:

a Florida _____

Print Name: _____

Name: _____

Title: _____

SECTION XI

SECTION C

SECTION 1

Highland Meadows West Community Development District

Summary of Checks

June 5, 2019 to July 1, 2019

Bank	Date	Check No.'s	Amount
General Fund	6/26/19	49-56	\$ 16,686.17
			\$ 16,686.17
			\$ 16,686.17

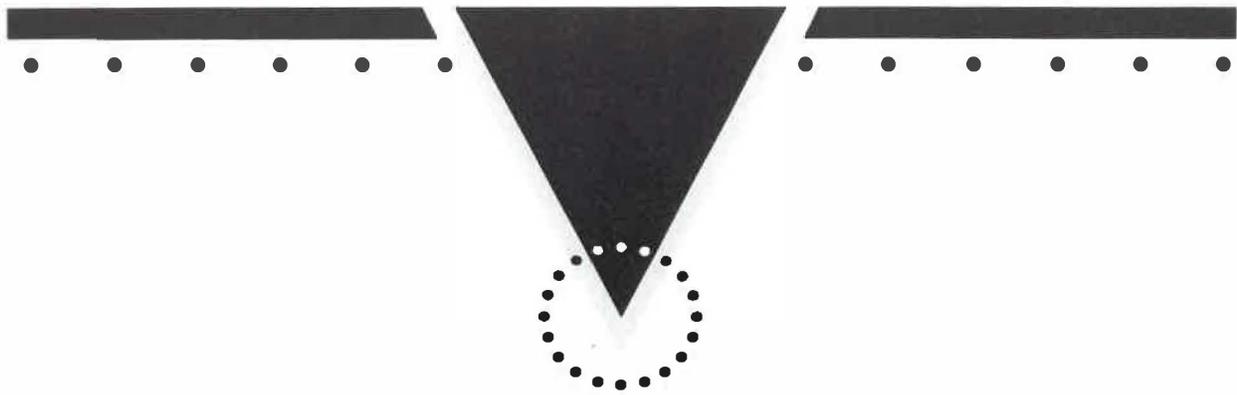
*** CHECK DATES 06/05/2019 - 07/01/2019 ***

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
6/26/19	00008	4/23/19 AR042319	201904 310-51300-11000		*	200.00		
		SUPV FEE 4/23/19						
		6/19/19 AR061919	201906 310-51300-11000		*	200.00		
		SUPV FEE 6/19/19						
ANDREW RHINEHART							400.00	000049
6/26/19	00001	4/01/19 11	201904 310-51300-34000	MANAGEMENT FEES APR19	*	2,916.67		
		4/01/19 11	201904 310-51300-35200	INFO TECH APR19	*	75.00		
		4/01/19 11	201904 310-51300-51000	OFFICE SUPPLIES	*	18.31		
		4/01/19 11	201904 310-51300-42000	POSTAGE	*	47.61		
		4/01/19 11	201904 310-51300-42500	COPIES	*	17.10		
		4/01/19 11	201904 310-51300-41000	TELEPHONE	*	21.67		
		5/01/19 13	201905 310-51300-34000	MANAGEMENT FEE MAY19	*	2,916.67		
		5/01/19 13	201905 310-51300-35200	INFO TECH MAY19	*	75.00		
		5/01/19 13	201905 310-51300-31300	DISSEMINATION MAY19	*	416.67		
		5/01/19 13	201905 310-51300-51000	OFFICE SUPPLIES	*	35.27		
		5/01/19 13	201905 310-51300-42000	POSTAGE	*	4.32		
		5/01/19 13	201905 310-51300-42500	COPIES	*	283.95		
GOVERNMENTAL MANAGEMENT SERVICES							6,828.24	000050
6/26/19	00007	4/25/19 106965	201903 310-51300-31500	AMENITY/AGRMNT/ENGINEER	*	3,422.33		
		5/31/19 107673	201904 310-51300-31500	BUDGET/AGREEMENTS/MTG	*	4,278.60		
HOPPING GREEN & SAMS PA							7,700.93	000051
6/26/19	00013	6/14/19 061419	201906 300-20700-10100	REIMB-HOPPING INV# 108683	*	204.00		
HMD WEST, LLC							204.00	000052
6/26/19	00002	4/23/19 KA042319	201904 310-51300-11000	SUPV FEE 4/23/19	*	200.00		
KEATON ALEXANDER							200.00	000053

HIMW --HIGH WEST-- KCOSTA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
6/26/19	00010	6/05/19 L060G0IW	201906 310-51300-48000		*	276.50		
		NOT OF MTG 6/12/19						
		6/12/19 L060G0IW	201906 310-51300-48000		*	276.50		
		NOT OF MTG 6/19/19						
LAKELAND LEDGER PUBLISHING							553.00	000054
6/26/19	00003	4/23/19 LS042319	201904 310-51300-11000		*	200.00		
		SUPV FEE 4/23/19						
		6/19/19 LS061919	201906 310-51300-11000		*	200.00		
		SUPV FEE 6/19/19						
LAUREN OAKLEY SCHWENK							400.00	000055
6/26/19	00009	4/23/19 RH042319	201904 310-51300-11000		*	200.00		
		SUPV FEE 4/23/19						
		6/19/19 RH061919	201906 310-51300-11000		*	200.00		
		SUPV FEE 6/19/19						
RENNIE HEATH							400.00	000056
TOTAL FOR BANK A						16,686.17		
TOTAL FOR REGISTER						16,686.17		

SECTION 2



HIGHLAND MEADOWS WEST
Community Development District

Unaudited Financial Reporting

May 31, 2019



Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund Income Statement</u>
3	<u>Series 2019 Debt Service Fund</u>
4	<u>Series 2019 Capital Projects Fund Income Statement</u>
5	<u>Month to Month</u>
6	<u>Developer Contribution Schedule</u>
7	<u>Series 2019 Construction Schedule</u>

HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
May 31, 2019

	General Fund	Debt Service Fund	Capital Projects Fund	Totals
<u>ASSETS:</u>				
<u>CASH</u>				
OPERATING ACCOUNT	\$4,374	---	---	\$4,374
<u>INVESTMENTS</u>				
SERIES 2019				
RESERVE	---	\$411,969	---	\$411,969
REVENUE	---	\$139	---	\$139
INTEREST	---	\$157,621	---	\$157,621
CONSTRUCTION	---	---	\$4,896,821	\$4,896,821
COST OF ISSUANCE	---	---	\$127	\$127
DUE FROM DEVELOPER	\$20,000	---	---	\$20,000
TOTAL ASSETS	<u>\$24,374</u>	<u>\$569,729</u>	<u>\$4,896,948</u>	<u>\$5,491,051</u>
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$15,329	---	---	\$15,329
ACCOUNTS PAYABLE	---	---	\$144,763	\$144,763
DUE TO DEVELOPER	\$204	---	\$18,557	\$18,761
<u>FUND EQUITY:</u>				
FUND BALANCES:				
UNASSIGNED	\$8,841	---	---	\$8,841
RESERVED FOR CAPITAL PROJECTS	---	---	\$4,733,628	\$4,733,628
RESERVED FOR DEBT SERVICE	---	\$569,729	---	\$569,729
TOTAL LIABILITIES & FUND EQUITY	<u>\$24,374</u>	<u>\$569,729</u>	<u>\$4,896,948</u>	<u>\$5,491,051</u>

HIGHLAND MEADOWS WEST

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending May 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 05/31/19	ACTUAL THRU 05/31/19	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$113,475	\$60,000	\$60,000	\$0
TOTAL REVENUES	\$113,475	\$60,000	\$60,000	\$0
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISORS FEES	\$12,000	\$8,000	\$6,000	\$2,000
D&O INSURANCE	\$2,200	\$2,200	\$2,250	(\$50)
GENERAL LIABILITY INSURANCE	\$0	\$0	\$2,750	(\$2,750)
ENGINEERING	\$20,000	\$13,333	\$0	\$13,333
DISTRICT COUNSEL	\$20,000	\$13,333	\$12,180	\$1,154
DISSEMINATION FEES	\$0	\$0	\$417	(\$417)
AUDIT	\$4,000	\$2,667	\$0	\$2,667
DISTRICT MANAGEMENT	\$35,000	\$23,333	\$23,333	(\$0)
TRAVEL & PER DIEM	\$250	\$167	\$0	\$167
TELEPHONE	\$250	\$167	\$36	\$131
POSTAGE	\$300	\$200	\$139	\$61
OFFICE SUPPLIES	\$0	\$0	\$534	(\$534)
COPIES	\$300	\$200	\$732	(\$532)
LEGAL ADVERTISING	\$10,000	\$6,667	\$3,397	\$3,269
MISCELLANEOUS	\$5,000	\$3,333	\$0	\$3,333
WEB SITE MAINTENANCE	\$4,000	\$2,667	\$900	\$1,767
DUES, LICENSES, & FEES	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE:	\$113,475	\$76,442	\$52,842	\$23,599
TOTAL EXPENDITURES	\$113,475	\$76,442	\$52,842	\$23,599
EXCESS REVENUES (EXPENDITURES)	\$0		\$7,158	
FUND BALANCE - BEGINNING	\$0		\$1,684	
FUND BALANCE - ENDING	\$0		\$8,841	

HIGHLAND MEADOWS WEST

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

SERIES 2019

Statement of Revenues & Expenditures

For The Period Ending May 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 05/31/19	ACTUAL THRU 05/31/19	VARIANCE
REVENUES:				
BOND PROCEEDS	\$0	\$0	\$569,536	\$569,536
INTEREST	\$0	\$0	\$193	\$193
TOTAL REVENUES	\$0	\$0	\$569,729	\$569,729
EXPENDITURES:				
PRINCIPAL EXPENSE - 11/1	\$0	\$0	\$0	\$0
INTEREST EXPENSE - 11/1	\$0	\$0	\$0	\$0
INTEREST EXPENSE - 5/2	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$569,729	
FUND BALANCE - BEGINNING	\$0		\$0	
FUND BALANCE - ENDING	\$0		\$569,729	

HIGHLAND MEADOWS WEST

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND

SERIES 2019

Statement of Revenues & Expenditures

For The Period Ending May 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 05/31/19	ACTUAL THRU 05/31/19	VARIANCE
<u>REVENUES:</u>				
BOND PROCEEDS	\$0	\$0	\$5,815,464	\$5,815,464
INTEREST	\$0	\$0	\$1,867	\$1,867
TOTAL REVENUES	\$0	\$0	\$5,817,331	\$5,817,331
<u>EXPENDITURES:</u>				
CAPITAL OUTLAY	\$0	\$0	\$624,457	(\$624,457)
CAPITAL OUTLAY - COST OF ISSUANCE	\$0	\$0	\$305,075	(\$305,075)
TOTAL EXPENDITURES	\$0	\$0	\$929,532	(\$929,532)
EXCESS REVENUES (EXPENDITURES)	\$0		\$4,887,799	
FUND BALANCE - BEGINNING	\$0		(\$154,171)	
FUND BALANCE - ENDING	\$0		\$4,733,628	

HIGHLAND MEADOWS WEST

Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
REVENUES:													
DEVELOPER CONTRIBUTIONS	\$20,000	\$0	\$20,000	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$60,000
TOTAL REVENUES	\$20,000	\$0	\$20,000	\$0	\$0	\$0	\$0	\$20,000	\$0	\$0	\$0	\$0	\$60,000
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISORS FEES	\$0	\$800	\$1,000	\$800	\$1,000	\$1,000	\$1,400	\$0	\$0	\$0	\$0	\$0	\$6,000
D&O INSURANCE	\$2,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250
GENERAL LIABILITY INSURANCE	\$2,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,750
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISTRICT COUNSEL	\$475	\$418	\$434	\$1,699	\$1,453	\$3,422	\$4,279	\$0	\$0	\$0	\$0	\$0	\$12,180
DISSEMINATION FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$417	\$0	\$0	\$0	\$0	\$417
AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISTRICT MANAGEMENT	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$23,333
TRAVEL & PER DIEM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$0	\$6	\$8	\$0	\$0	\$0	\$22	\$0	\$0	\$0	\$0	\$0	\$36
POSTAGE	\$0	\$39	\$29	\$9	\$7	\$4	\$48	\$4	\$0	\$0	\$0	\$0	\$139
OFFICE SUPPLIES	\$20	\$409	\$15	\$18	\$0	\$18	\$18	\$35	\$0	\$0	\$0	\$0	\$534
COPIES	\$206	\$4	\$16	\$29	\$42	\$134	\$17	\$284	\$0	\$0	\$0	\$0	\$732
LEGAL ADVERTISING	\$1,170	\$409	\$311	\$0	\$959	\$272	\$277	\$0	\$0	\$0	\$0	\$0	\$3,397
MISCELLANEOUS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
WEB SITE MAINTENANCE	\$125	\$125	\$125	\$125	\$125	\$125	\$75	\$75	\$0	\$0	\$0	\$0	\$900
DUES, LICENSES, & FEES	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
TOTAL ADMINISTRATIVE	\$10,088	\$5,127	\$4,854	\$5,596	\$6,503	\$7,891	\$9,051	\$3,732	\$0	\$0	\$0	\$0	\$52,842
TOTAL EXPENDITURES	\$10,088	\$5,127	\$4,854	\$5,596	\$6,503	\$7,891	\$9,051	\$3,732	\$0	\$0	\$0	\$0	\$52,842
EXCESS REVENUES/(EXPENDITURES)	\$9,912	(\$5,127)	\$15,146	(\$5,596)	(\$6,503)	(\$7,891)	(\$9,051)	\$16,268	\$0	\$0	\$0	\$0	\$7,158

**Highland Meadows West Community Development District
Developer Contributions/Due from Developer**

Funding Request #	Prepared Date	Payment Received Date	Check/Wire Amount	Total Funding Request	General Fund Portion (FY18)	General Fund Portion (FY19)	Capital Projects Fund Portion (FY18)	Capital Projects Fund Portion (FY19)	Over and (short) Balance Due
2018-01	7/17/17	10/15/18	\$ 20,167.45	\$ 20,167.45	\$ 20,475.00	\$ -	\$ -	\$ -	\$ -
FY19									
1	10/19/18	11/30/18	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -
2	12/12/18	2/1/19	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -
B1	12/12/18	2/1/19	\$ 18,614.15	\$ 18,614.15	\$ -	\$ -	\$ 9,407.65	\$ 9,206.50	\$ -
B2	3/20/19	4/5/19	\$ 146.66	\$ 146.66	\$ -	\$ -	\$ -	\$ 146.66	\$ -
3	5/15/19		\$ -	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00
Due from Developer			\$ 58,760.81	\$ 98,928.26	\$ 20,475.00	\$ 60,000.00	\$ 9,407.65	\$ 9,353.16	\$ 20,000.00

Total Developer Contributions FY19

\$ 60,000.00

**Highland Meadows West
Community Development District**

Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2019				
5/3/19	2	Davenoport Road South CDD	Amenity Cost Allocation - Interlocal Agreement	\$ 614,684.00
5/3/19	3	Greenberg Traurig	Inv# 5053884 - TRIAD recording fees reimbursement	\$ 624.00
TOTAL				\$ 615,308.00
Fiscal Year 2019				
5/1/19		Interest		\$ 1,864.46
TOTAL				\$ 1,864.46
Acquisition/Construction Fund at 04/25/18				\$ 5,510,264.05
Interest Earned thru 05/31/19				\$ 1,864.46
Requisitions Paid thru 05/31/19				\$ (615,308.00)
Remaining Acquisition/Construction Fund				\$ 4,896,820.51

SECTION 3

**BOARD OF SUPERVISORS MEETING DATES
HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2019-2020**

The Board of Supervisors of the Highland Meadows West Community Development District will hold their regular meetings for Fiscal Year 2019-2020 at 346 E. Central Ave., Winter Haven, FL 33880 at 3:00 p.m. on the 2nd Wednesday of each month unless otherwise indicated as follows:

**October 9, 2019
November 13, 2019
December 11, 2019
January 8, 2019
February 12, 2019
March 11, 2019
April 8, 2019
May 13, 2019
June 10, 2019
July 8, 2019
August 12, 2019
September 9, 2019**

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services Central Florida, LLC, 135 West Central Boulevard, Suite 320, Orlando, Florida 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Jill Burns
District Manager
Governmental Management Services – Central Florida, LLC