

*Highland Meadows West
Community Development District*

Agenda

November 13, 2019

AGENDA

Highland Meadows West

Community Development District

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

November 6, 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, November 13, 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 October 17, 2019 Board Meeting
4. Consideration of Agreement with FMSbonds to Serve as Underwriter for Series 2019 Assessment Area Two Bonds
5. Public Hearing
 - A. Public Hearing on the Adoption of the Amended and Restated Rules of Procedure
 - i. Consideration of Resolution 2020-01 Adopting the Amended and Restated Rules of Procedure
6. Consideration of Proposals for Construction Services for Phase 2 and Phase 3 Infrastructure Improvements (*provided under a separate cover*)
7. Consideration of Second Supplemental Engineer's Report for Capital Improvements
8. Consideration of Supplemental Assessment Methodology for Series 2019 Assessment Area Two
9. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Ratification of Series 2019 Requisitions #36-#40
10. Other Business
11. Supervisors Requests and Audience Comments

¹ Comments will be limited to three (3) minutes

12. Adjournment

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 October 17, 2019 Board of Supervisors meeting. A copy of the minutes is enclosed for your review.

The fourth order of business is the Consideration of Agreement with FMSbonds to Serve as Underwriter for Series 2019 Assessment Area Two Bonds. A copy of this agreement is enclosed for your review.

The fifth order of business opens the Public Hearing. Section A is the Public Hearing on the Adoption of the Amended and Restated Rules of Procedure. Sub-Section 1 is the Consideration of Resolution 2020-01 Adopting the Amended and Restated Rules of Procedure. A copy of the resolution and the amended rules are enclosed for your review.

The sixth order of business is the Consideration of Proposals for Construction Services for Phase 2 and Phase 3 Infrastructure Improvements. *This item will be provided under a separate cover.*

The seventh order of business is the Consideration of Second Supplemental Engineer's Report for Capital Improvements. A copy of this report is enclosed for your review.

The eighth order of business is the Consideration of Supplemental Assessment Methodology for Series 2019 Assessment Area Two. A copy is enclosed for your review.

The ninth order of business is Staff Reports. Section C is the District Manager's Report. Sub-Section 1 includes the approval of the check register. *This item will be provided under a separate cover.* Sub-Section 2 includes the balance sheet and income statement. *This item will be provided under a separate cover.* Sub-Section 3 includes Series 2019 Requisitions #36 through #40 for your review and ratification.

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: Roy Van Wyk, District Counsel

Enclosures

MINUTES

**MINUTES OF MEETING
HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Highland Meadows West Community Development District was held on Wednesday, **October 17, 2019** at 10:15 a.m. at 346 E Central Ave, Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath	Chairman
Andrew Rhinehart	Assistant Secretary
Patrick Marone	Assistant Secretary
Keaton Alexander <i>via phone</i>	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Michelle Rigoni	Hopping Green & Sams

The following is a summary of the discussions and actions taken at the October 17, 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

**Approval of Minutes of the September 11,
2019 Board Meeting**

Ms. Burns presented the September 11, 2019 Board of Supervisors meeting and asked for any comments, corrections, or additions to the minutes. The board had no corrections.

On MOTION by Mr. Rhinehart, seconded by Mr. Marone, with all in favor, the Minutes of the September 11, 2019 Board Meeting, were approved.

FOURTH ORDER OF BUSINESS

**Consideration of Proposals to Perform
2019 Arbitrage Rebate Services**

A. Grau & Associates

B. American Municipal Tax-Exempt Compliance

Ms. Burns presented two proposals, one from Grau & Associates for \$600 per year and another from AMTEC for \$450 per year. The arbitrage report is required by the trust indenture. Ms. Burns suggested going with the low bid of \$450 from AMTEC unless any board members had another preference.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Proposal to Perform 2019 Arbitrage Rebate Services from AMTEC totaling \$450, was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Quote from Pro
Playgrounds**

Ms. Burns noted that the total amount for the quote was \$28,750. Patrick looked at multiple options and went with the “Little Dipper” option in the agenda package.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Quote from Pro Playgrounds for the Little Dipper totaling \$28,750, was approved.

SIXTH ORDER OF BUSINESS

**Consideration of Financing Agreement
from Navitas Credit**

Ms. Burns noted that she discussed with Patrick and they thought it would be a good option to finance the playground. It has been done in other districts. They talked to Navitas Credit who they have used to finance other projects in the past. Navitas provided Ms. Burns with a couple of options. Ms. Burns provided an agreement with a 48 month financing option for \$771.36. Navitas also provided a 36 and 60 month option. Ms. Burns noted that they thought the 48 month option seemed to make the most sense. The board agreed.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Financing Agreement from Navitas Credit for 48 months at \$771.36 per month, was approved.

SEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Rigoni 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 \$1,500 for August 30th through October 9th.

On MOTION by Mr. Heath seconded by Mr. Rhinehart, with all in favor, the Check Register totaling \$1,500, was approved.

ii. Balance Sheet and Income Statement

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

iii. Ratification of Requisitions #22-#35

Ms. Burns asked for ratification of requisitions #22 through #35.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, Requisitions #22-#35, were ratified.

EIGHTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

NINTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

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

TENTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV



November 6, 2019

Highland Meadows West Community Development District
c/o Governmental Management Services
135 W. Central Boulevard, Suite # 320
Orlando, Florida 32801
Attn: Ms. Jill Burns

Re: Highland Meadows West CDD, Series 2019 Bonds

Dear Ms. Burns:

We are writing to provide you, as Highland Meadows West Community Development District (the "Issuer"), with certain disclosures relating to the captioned bond issue (the "Bonds"), as required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 as set forth in MSRB Notice 2012-25 (May 7, 2012)¹ (the "Notice").

The Issuer has engaged FMSbonds, Inc. ("FMS") to serve as underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our services as underwriter, FMS may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. We may also have provided such advice as part of the process of seeking to be selected to serve as your underwriter. Any such advice was provided by FMS as an underwriter and not as your financial advisor in this transaction.

The specific parameters under which FMS will underwrite the Bonds will be set forth in a Bond Resolution adopted by the Board.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. As such, the underwriter has financial and other interests that differ from those of the Issuer.

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters of Municipal Securities (effective August 2, 2012).

- Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.
- The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.
- As underwriter, we will review the disclosure document for the Bonds in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.²

The underwriter will be compensated by a fee and/or an fee that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary.

Please note nothing in this letter is an expressed nor an implied commitment by us to provide financing or to purchase or place the Bonds or any other securities. Any such commitment shall only be set forth in a bond purchase agreement or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase agreement (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMS is acting independently in seeking to act as an underwriter in the transactions contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMS assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the other underwriters in connection with the transactions contemplated herein or otherwise.

If you or any other Issuer representatives have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, Issuer should consult with its own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

² Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

The MSRB requires that we seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth above within five (5) business days of the date of this letter. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you and the Issuer in connection with the issuance of the Bonds, and we appreciate the opportunity to assist with your financing need. Thank you.

Sincerely,


Jon Kessler,
FMSbonds, Inc.

Acknowledgement:

Highland Meadows West Community Development District

By: _____

SECTION V

SECTION A

SECTION 1

RESOLUTION 2020-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Highland Meadows West Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Polk County, Florida; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the District has previously adopted Rules of Procedure to govern the administration of the District; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with recent changes to Florida law, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Amended and Restated Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

SECTION 1. The attached Amended and Restated Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Amended and Restated Rules of Procedure replace all prior versions of the Rules of Procedure, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

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

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

PASSED AND ADOPTED this 13th day of November, 2019.

ATTEST:

**HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended and Restated Rules of Procedure

EXHIBIT A:
AMENDED AND RESTATED RULES OF PROCEDURE

**AMENDED AND RESTATED
RULES OF PROCEDURE
HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF NOVEMBER 13, 2019

TABLE OF CONTENTS

Rule 1.0	General.....	2
Rule 1.1	Board of Supervisors; Officers and Voting.	3
Rule 1.2	District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.	7
Rule 1.3	Public Meetings, Hearings, and Workshops.	10
Rule 1.4	Internal Controls to Prevent Fraud, Waste and Abuse.....	15
Rule 2.0	Rulemaking Proceedings.	16
Rule 3.0	Competitive Purchase.	22
Rule 3.1	Procedure Under the Consultants' Competitive Negotiations Act.	27
Rule 3.2	Procedure Regarding Auditor Selection.	31
Rule 3.3	Purchase of Insurance.	36
Rule 3.4	Pre-qualification.....	38
Rule 3.5	Construction Contracts, Not Design-Build.....	43
Rule 3.6	Construction Contracts, Design-Build.....	47
Rule 3.7	Payment and Performance Bonds.....	52
Rule 3.8	Goods, Supplies, and Materials.	53
Rule 3.9	Maintenance Services.	57
Rule 3.10	Contractual Services.	60
Rule 3.11	Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.....	61
Rule 4.0	Effective Date.	64

Rule 1.0 General.

- (1) The Highland Meadows West Community Development District (the “District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable

to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
 - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
 - (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed

as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.
- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce

the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 841-5524. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop 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 the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager
 - 1. Financial Report
 - 2. Approval of Expenditures
- Supervisor’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to

litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
 - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
 - (c) Support economical and efficient operations; and
 - (d) Ensure reliability of financial records and reports; and
 - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;
 - (c) Any statement of estimated regulatory costs for the rule;
 - (d) A written summary of hearings, if any, on the proposed rule;
 - (e) All written comments received by the District and responses to those written comments; and
 - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.
- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
 - (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
 - (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
 - (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;

- (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;
 - (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
 - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions

raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.

Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
 - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
 - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
 - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
 - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.

- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the

right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
 - (i) The ability and adequacy of the professional personnel employed by each consultant;
 - (ii) Whether a consultant is a certified minority business enterprise;
 - (iii) Each consultant's past performance;
 - (iv) The willingness of each consultant to meet time and budget requirements;
 - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
 - (vi) The recent, current, and projected workloads of each consultant; and
 - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts: Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

- (i) Hold all required applicable state professional licenses in good standing;
- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
 - (i) Ability of personnel;
 - (ii) Experience;
 - (iii) Ability to furnish the required services; and
 - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee

determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
 - (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
 - (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
 - (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
 - (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
 - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
 - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
 - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
 - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
 - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
 - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
 - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase

insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
 - (a) The Board shall cause to be prepared a Request for Qualifications.
 - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
 - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
 - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
 - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

Evidence of compliance with these Rules must be submitted with the qualifications if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the qualifications.

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
 - viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
 - ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
 - x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
 - xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
 - xii. The vendor or affiliate(s) has been convicted of a contract crime.
 - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
 - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- (b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;
 - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
 - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response, if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in

accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source: Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts: Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
 - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
 - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
 - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the proposal.

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the

Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
 9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
 10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts: Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

- (a) The project is undertaken as repair or maintenance of an existing public facility;
- (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
- (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of \$200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct

purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
 - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
 - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Evidence of compliance with these Rules must be submitted with the bid, proposal, reply, or response if required by the District. Failure to submit evidence of compliance when required may be grounds for rejection of the bid, proposal, reply, or response.

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
 - (5) Contracts: Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
 - (a) Administer oaths and affirmations;
 - (b) Rule upon offers of proof and receive relevant evidence;
 - (c) Regulate the course of the hearing, including any pre-hearing matters;

- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective November 13, 2019, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.

Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

SECTION VI

*This item will be provided under
separate cover*

SECTION VII

**HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT**

**SECOND SUPPLEMENTAL
ENGINEER'S REPORT
FOR CAPITAL IMPROVEMENTS**

Prepared for:

**BOARD OF SUPERVISORS
HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT**

Prepared by:

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LAKELAND, FL 33801
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September 18, 2019

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT

TABLE OF CONTENTS

I.	INTRODUCTION	1-2
II.	PURPOSE AND SCOPE	2-3
III.	THE DEVELOPMENT	3
IV.	THE CAPITAL IMPROVEMENTS.....	3-4
V.	CAPITAL IMPROVEMENT PLAN COMPONENTS	4-5
	Stormwater Management Facilities	4
	Public Roadways.....	5
	Water and Wastewater Facilities	6
	Off-site Improvements	7
	Amenities and Parks.....	7
	Electric and Lighting.....	7
	Entry Features.....	8
	Miscellaneous	8
VI.	PERMITTING	9-10
VII.	RECOMMENDATION.....	10
VIII.	REPORT MODIFICATION.....	10
IX.	CONCLUSION.....	11

LIST OF EXHIBITS

EXHIBIT 1- Location Map

EXHIBIT 2- Legal Description

EXHIBIT 3- District Boundary Map

EXHIBIT 4- Land Use Map

EXHIBIT 5- Zoning Map

EXHIBIT 6- Utility Location Map & Drainage Flow Pattern Map

EXHIBIT 7- Summary of Opinion of Probable Costs

EXHIBIT 8- Summary of Proposed District Facilities

EXHIBIT 9- Overall Site Plan

**SECOND SUPPLEMENTAL
ENGINEER'S REPORT
HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT**

I. INTRODUCTION

The Highland Meadows West Community Development District (the "District") is north of Patterson Road, east and west of Orchid Drive within Haines City (the "City"). The District currently contains approximately 97.67 acres and is expected to consist of 442 single family lots, recreation / amenity areas, parks, and associated infrastructure.

The CDD was established under County Ordinance No. 18-045 which was approved by the County Commission on July 10, 2018. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development. This Second Amended and Restated Engineer's Report amends the previously adopted Engineer's Report to reflect the addition of lands to the District by Ordinance ____, which was approved by the County on _____. The additional lands are reflected as part of Phase 3 consisting of 9.76 acres. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the City, the County, Southwest Florida Water Management District (SWFWMD), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of probable cost of the public improvements is provided in Exhibit 7 of this report.

This "Capital Improvement Plan" or "Report" reflects the present intentions of the District and the landowners. It should be noted that the location of proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the

benefits received by the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development, while maintaining comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Implementation of any proposed facilities or improvements outlined in this Report requires written approval from the District's Board of Supervisors. Estimated costs outlined in this report are based on best available information, which includes but is not limited to previous experience with similar projects. Actual costs could be different than estimates because final engineering and specific field conditions may affect construction costs.

All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the Stormwater ponds) within the development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will, upon completion, be dedicated to the City for ownership and maintenance.

II. PURPOSE AND SCOPE

The purpose of this Report is to provide engineering support to fund improvements in the District. This Report will identify the proposed public infrastructure to be constructed or acquired by the District along with an opinion of probable cost.

Contained within this Report is a brief description of the public infrastructure to be constructed or acquired by the District. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure. An assessment methodology consultant has been retained by the District, who will develop the assessment and financing methodology to be applied using this Report.

The predominant portion of this Report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have not yet been completed and permitted for the improvements described herein. The engineer has considered, and in specific instances has relied upon, the information and documentation prepared or supplied by others, and information that may have been provided by public entities, public employees, the landowner, site construction contractors, other engineering professionals, land surveyors, the District Board of Supervisors, and its staff and consultants.

III. THE DEVELOPMENT

The development will consist of 442 single family homes and associated infrastructure ("Development"). The Development is a planned residential community located north of Patterson Road, east and west of Orchid Drive within the City. Phase 1 and 2 of the development has a land use of LDR-NR (Low Density Residential) and a zoning of RPUD (Residential Planned Unit Development). Phase 3 was annexed from Polk County into the City by Ordinance No. 19-1655. RPUD zoning and LDR-NR land use for Phase 3 is pending approval by the City. The development will be constructed in three (3) phases.

IV. THE CAPITAL IMPROVEMENTS

The Capital Improvement Plan, (the "CIP"), consists of public infrastructure in Phases 1, 2, and 3. The primary portions of the CIP will entail stormwater pond construction, roadways built to an "urban" typical section, water and sewer facilities and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

There will also be stormwater structures and conveyance culverts within the CIP which will outfall into the on-site retention ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time. Below ground installation of telecommunications and cable TV will occur, but will not be funded by the District. Installation of street lights and power within the public right of way or easements will be funded by the District.

As a part of the recreational component of the CIP, a public park/amenity center will be within the development west of Orchid Drive. There will be smaller passive park areas on both sides of Orchid Drive within the development at strategic points for maximum utilization of the facilities. The public park/amenity center will have connectivity via sidewalks to the other portions of the District. The public park/amenity center will be accessed by the public roadways and sidewalks.

V. CAPITAL IMPROVEMENT PLAN COMPONENTS

The Capital Improvement Plan includes the following:

Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District 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 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, the County, and the SWFWMD. There are no known surface waters.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12105C-0219G (dated 12/22/2016) demonstrates that the property is located within Flood Zone X. Based on this information and the site topography, it does appear that floodplain compensation will be 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). The SWPPP will be prepared to depict for the contractor the proposed locations of required erosion control measures and staked turbidity barriers specifically along the down gradient side of any proposed construction activity. The site contractor will be required to provide the necessary reporting on various forms associated with erosion control, its maintenance and any rainfall events that occur during construction activity.

Public Roadways

The proposed public roadway sections are to be 50' R/W with 24' 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 2' 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.

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 inclusive of water main, gate valves, fire hydrants and appurtenances will be installed for the Development. The water service provider will be the City of Haines City Public Utilities. The water system will be a "looped" system. These facilities will be installed within the proposed public rights-of-way within the District. This water 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. Lift stations are anticipated for this CIP. 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 development entrance. The site construction activities associated with the CIP are anticipated for completion by phases based on the following estimated schedule: Phase 1 in 2019; Phase 2 in 2020; Phase 3 in 2020. Upon completion of each phase of these 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/County.

Amenities and Parks

The District will provide funding for an Amenity Center to include the following: parking area, pavilion with restroom facilities, pool, tot lot, dog park/all-purpose play field, and walking trails between the phases to provide connectivity to the Amenity Center, and passive parks through out the development which will include benches and walking trails.

Electric and Lighting

The electric distribution system thru 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 funded by the District will be owned and maintained by the District, with Duke providing underground electrical service to the Development. The CDD presently intends to purchase and install the street lighting along the internal roadways within the CDD. These lights will be either be owned, operated and maintained by DUKE after dedication, with the District funding maintenance services.

Entry Feature, Landscaping, and Irrigation

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

Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report, are being financed by the District with the intention for benefiting all of the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family planned development.

VI. PERMITTING

Construction permits for all phases are required and include the SWFWMD Environmental Resource Permit (ERP), Polk County Health Department, Florida Department of Environmental Protection (FDEP), Army Corps of Engineer Permit (ACOE), and City construction plan approval.

Following is a summary of required permits obtained and pending for the construction of the public infrastructure improvements for the District:

PHASE 1 (266 Lots)

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	Approved
SWFWMD ERP	Approved
Construction Permits	Approved
Polk County Health Department Water	Approved
FDEP Sewer	Approved
FDEP NOI	Approved
ACOE	N/A

PHASE 2 (130 Lots)

Permits / Approvals	Approval / Expected Date
Zoning Approval	Approved
Preliminary Plat	Approved
SWFWMD ERP	October 2019
Construction Permits	October 2019
Polk County Health Department Water	October 2019
FDEP Sewer	October 2019
FDEP NOI	October 2019
ACOE	N/A

PHASE 3 (46 Lots)

Permits / Approvals	Approval / Expected Date
Zoning Approval	November 2019
Preliminary Plat	November 2019
SWFWMD ERP	January 2020
Construction Permits	January 2020
Polk County Health Department Water	January 2020
FDEP Sewer	January 2020
FDEP NOI	January 2020
ACOE	January 2020

VII. RECOMMENDATION

As previously described within this report, the public infrastructure as described is necessary for the development and functional operation as required by the City. The site planning, engineering design and construction plans for the infrastructure are in accordance with the applicable requirements of the City of Haines City, and the SWFWMD. It should be noted that the infrastructure will provide its intended use and function so long as the construction and installation is in substantial conformance with the design construction plans and regulatory permits.

Items utilized in the *Opinion of Probable Costs* for this report are based upon proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD and the City regulations.

VIII. REPORT MODIFICATION

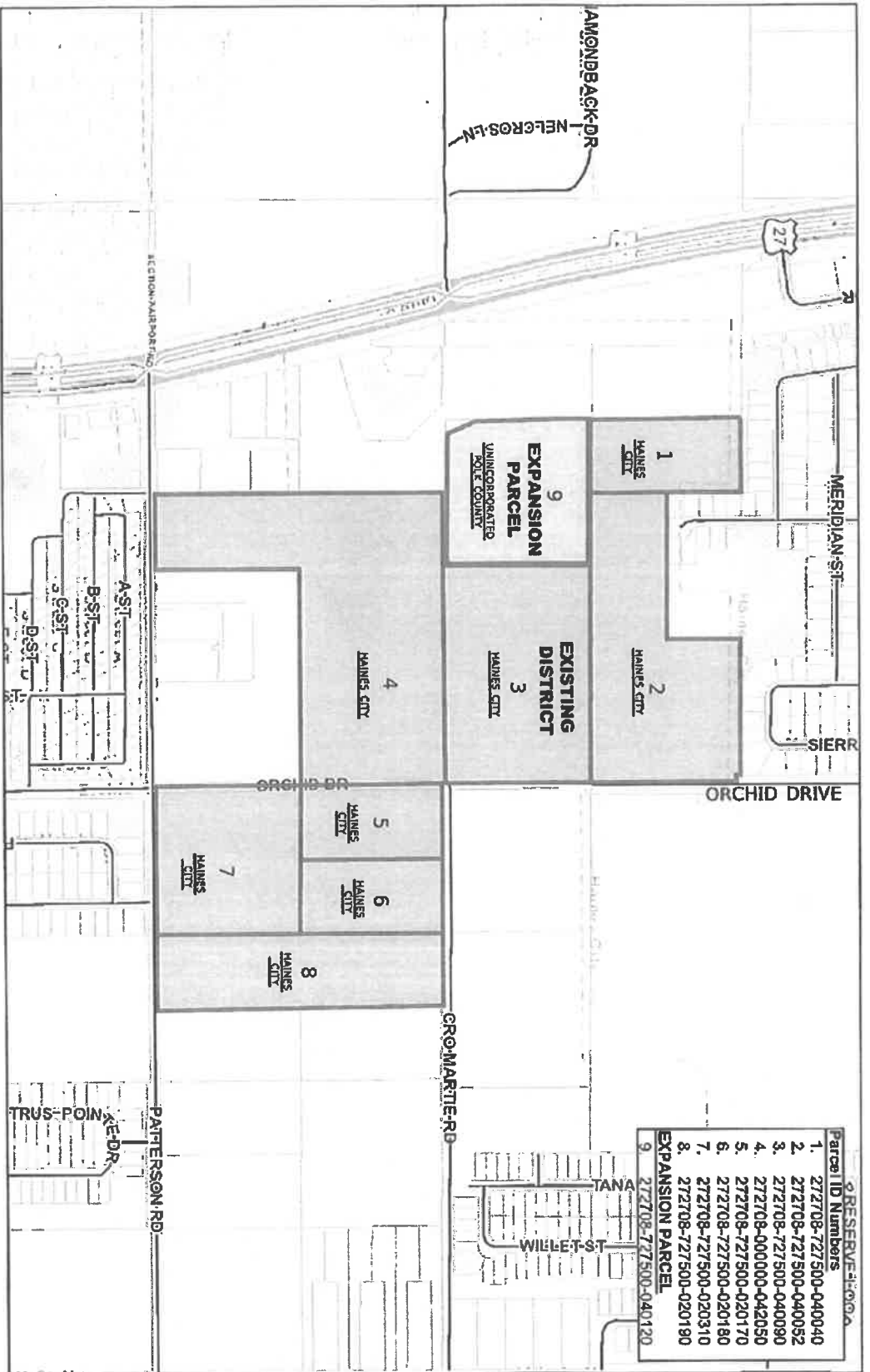
During development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the costs differences would not materially affect the proposed cost estimates.

IX. CONCLUSION

It is our professional opinion that the public infrastructure costs for the CIP provided in this Report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District at least equal to the costs of such improvements.

The *Opinion of Probable Costs* of the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon unit prices currently experienced on an ongoing and similar basis for work in the County. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the CIP construction continues in a timely manner, it is our professional opinion that the proposed public infrastructure improvements when constructed and built in substantial conformance with the approved plans and specifications, can be completed and used for their intended function. Be advised that we have utilized historical costs and direct unit costs from site contractors and consultants in the County, which we believe to be necessary in order to facilitate accuracy associated with the *Opinion of Probable Costs*. Based upon the information above, it is our professional opinion that the acquisition and construction costs of the proposed CIP can be completed at the cost as stated.



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EXHIBIT 1
HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT
LOCATION MAP



EXISTING DISTRICT LEGAL DESCRIPTION

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.

AND

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.

AND

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.

AND

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.

AND

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.

AND

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.

AND

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.

AND

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.

CONTINUED ON PAGE 2 OF 3



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EXHIBIT 2 - EXISTING DISTRICT HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION

PAGE 1 OF 3

ALL BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT A 4" X 4" CONCRETE MONUMENT AND CAP "LB 5486" STANDING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA AND THE WESTERLY RIGHT-OF-WAY OF ORCHID DRIVE ACCORDING TO PLAT BOOK 126, PAGES 27 AND 28, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND RUN THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) S-00°23'53"-E, 15.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) S-89°40'39"-E, 19.67 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE WESTERLY MAINTAINED RIGHT-OF-WAY OF ORCHID DRIVE ACCORDING TO MAP BOOK 17, PAGES 78 TO 86 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES: 1) S-00°33'47"-E, 196.32 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) S-00°03'38"-E, 448.01 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 3) S-00°01'10"-E, 339.80 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 4) S-00°03'05"-W, 305.12 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE SOUTH LINE OF SAID TRACT 9, SAID POINT IS HEREBY DESIGNATED "**POINT-A**" TO BE USED HEREINAFTER; THENCE DEPARTING SAID WESTERLY MAINTAINED RIGHT-OF-WAY, AND ALONG THE SOUTH LINE OF SAID TRACTS 9, 10, 11, 12, AND 13, N-89°43'48"-W, 1585.69 FEET; THENCE DEPARTING SAID SOUTH LINE, N-26°43'51"-W, 95.39 FEET TO A POINT ON THE WEST LINE SAID TRACT 13; THENCE ALONG SAID WEST LINE AND THE WEST LINE OF SAID TRACT 4 AND ITS NORTHERLY PROJECTION, N-00°16'28"-W, 1220.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 8; THENCE ALONG SAID NORTH LINE S-89°40'39"-E, 330.48 FEET TO A POINT ON THE NORTHERLY PROJECTION OF THE EAST LINE OF SAID TRACT 4; THENCE ALONG THE WEST LINE OF SAID TRACT 4, AND ITS NORTHERLY PROJECTION, S-00°17'57"-E, 330.12 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE NORTH LINE OF THE SOUTH ½ OF SAID TRACT 5; THENCE ALONG SAID NORTH LINE, AND ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID TRACT 6, S-89°41'26"-E, 661.24 FEET TO A 4" X 4" CONCRETE MONUMENT WITH NO IDENTIFICATION STANDING ON THE WEST LINE OF SAID TRACT 7; THENCE ALONG SAID WEST LINE, AND ITS NORTHERLY PROJECTION N-00°20'56"-W, 329.97 FEET TO A 5/8" IRON ROD AND CAP "LB 6512" STANDING ON THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 8, THENCE ALONG SAID NORTH LINE, N-89°40'39"-W, 621.00 FEET TO THE **POINT OF BEGINNING**.

AND

COMMENCE AT PREVIOUSLY DESIGNATED "**POINT-A**" AND RUN THENCE S-00°05'11"-E, 15.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND THE WESTERLY MAINTAINED RIGHT-OF-WAY OF ORCHID DRIVE ACCORDING TO THE MAP BOOK 17, PAGES 78-86 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT IS ALSO THE **POINT OF BEGINNING**; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: 1) S-00°03'39"-W, 190.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) S-00°12'52"-E, 241.43 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 3) S-00°24'46"-E, 228.13 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT IT INTERSECTION WITH THE NORTH LINE OF THE EAST ¾ OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 8; THENCE DEPARTING SAID WESTERLY MAINTAINED RIGHT-OF-WAY, AND ALONG SAID NORTH LINE, N-89°45'22"-W, 964.66 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE EAST LINE OF THE EAST ¾ OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 8, THENCE ALONG SAID EAST LINE, S-00°19'26"-E, 650.73 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF PATTERSON ROAD ACCORDING TO THE MAP BOOK 17, PAGES 74-77 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY, S-89°49'12"-W, 331.60 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT ITS INTERSECTION WITH THE WEST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 8; THENCE ALONG SAID WEST LINE, N-00°17'57"-W, 1313.42 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 8; THENCE ALONG SAID NORTH LINE, S-89° 43'48"-E, 1297.09 FEET TO THE **POINT OF BEGINNING**.

CONTINUED ON PAGE 3 OF 3



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**EXHIBIT 2 - EXISTING DISTRICT
HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT
LEGAL DESCRIPTION**

PAGE 2 OF 3

ALSO AND

COMMENCE AT PREVIOUSLY DESIGNATED "**POINT-A**" AND RUN THENCE S-54°26'27"-E, 51.90 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT THE INTERSECTION OF THE NORTH LINE OF SAID TRACTS 17, 18, AND 19 AND THE EASTERLY MAINTAINED RIGHT-OF-WAY OF ORCHID DRIVE, ACCORDING TO THE MAP BOOK 17, PAGES 78-86 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA SAID POINT IS ALSO THE **POINT OF BEGINNING**; THENCE ALONG SAID NORTH LINE S-89°47'38"-E, 980.61 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 19; THENCE ALONG THE EAST LINE OF SAID TRACT 19, AND CONTINUING ALONG THE EAST LINE OF SAID TRACT 30, S-00°20'45"-E, 1283.28 FEET TO A P.K. NAIL AND DISK "LB 8126" STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF PATTERSON ROAD ACCORDING TO THE MAP BOOK 17, PAGES 74-77 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: 1) S-89°51'37"-W, 958.19 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) N-46°48'21"-W, 18.40 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 3) N-31°41'13"-W, 15.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT ITS INTERSECTION WITH SAID EASTERLY MAINTAINED RIGHT-OF-WAY OF SAID ORCHID DRIVE; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY, N-00°23'59"-W, 1263.72 FEET TO THE **POINT OF BEGINNING**.

AND LESS

TRACT 12 AND TRACT 13 IN THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, 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.

LESS AND EXCEPT

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 13 AND RUN THENCE ALONG THE WEST LINE THEREOF N-00°16'28"-W, 85.00 FEET; THENCE DEPARTING SAID WEST LINE S-26°43'51"-E, 95.39 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 13; THENCE ALONG THE SOUTH LINE OF SAID TRACT 13 N-89°43'48"-W, 42.50 FEET TO THE **POINT OF BEGINNING**.

ALL BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 12 AND RUN ALONG THE SOUTH LINE OF SAID TRACT 12 AND CONTINUE ALONG THE SOUTH SAID TRACT 13, N-89°43'48"-W, 619.58 FEET; THENCE DEPARTING THE SOUTH LINE SAID TRACT 13, N-26°43'51"-W, 95.39 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 13; THENCE ALONG SAID WEST LINE, N-00°16'28"-W, 560.39 FEET TO THE NORTHWEST CORNER OF SAID TRACT 13; THENCE ALONG THE NORTH LINE OF SAID TRACT 13 AND CONTINUE ALONG THE NORTH LINE OF SAID TRACT 12, S-89°42'13"-E, 661.52 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 12; THENCE ALONG THE EAST LINE OF SAID TRACT 12, S-00°19'26"-E, 645.09 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 87.91 ACRES MORE OR LESS.



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EXHIBIT 2 - EXISTING DISTRICT
HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT
LEGAL DESCRIPTION

EXPANSION PARCEL LEGAL DESCRIPTION

TRACT 12 AND TRACT 13 IN THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, 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.

LESS AND EXCEPT

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 13 AND RUN THENCE ALONG THE WEST LINE THEREOF N-00°16'28"-W, 85.00 FEET; THENCE DEPARTING SAID WEST LINE S-26°43'51"-E, 95.39 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 13; THENCE ALONG THE SOUTH LINE OF SAID TRACT 13 N-89°43'48"-W, 42.50 FEET TO THE POINT OF BEGINNING.

ALL BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 12 AND RUN ALONG THE SOUTH LINE OF SAID TRACT 12 AND CONTINUE ALONG THE SOUTH SAID TRACT 13, N-89°43'48"-W, 619.58 FEET; THENCE DEPARTING THE SOUTH LINE SAID TRACT 13, N-26°43'51"-W, 95.39 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 13; THENCE ALONG SAID WEST LINE, N-00°16'28"-W, 560.39 FEET TO THE NORTHWEST CORNER OF SAID TRACT 13; THENCE ALONG THE NORTH LINE OF SAID TRACT 13 AND CONTINUE ALONG THE NORTH LINE OF SAID TRACT 12, S-89°42'13"-E, 661.52 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 12; THENCE ALONG THE EAST LINE OF SAID TRACT 12, S-00°19'26"-E, 645.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.76 ACRES MORE OR LESS.



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EXHIBIT 3 - EXPANSION PARCEL HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION

OVERALL LEGAL DESCRIPTION AFTER EXPANSION

TRACT 4 IN THE SW $\frac{1}{4}$ 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 $\frac{1}{2}$ OF CLOSED ROAD LYING ALONG THE NORTH BOUNDARY THEREOF AS RECORDED IN O.R. BOOK 4200, PAGE 569, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

AND

TRACTS 7 AND 8 AND THE SOUTH $\frac{1}{4}$ OF TRACTS 5 AND 6 IN THE SOUTHWEST $\frac{1}{4}$ 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 $\frac{1}{2}$ 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.

AND

TRACTS 9, 10, AND 11, IN THE SW $\frac{1}{4}$ 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 $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ AND THE EAST $\frac{1}{2}$ OF THE SW $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 8.

AND

THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$, LESS THE EAST $\frac{1}{4}$ OF THE SOUTH $\frac{1}{2}$ AND LESS MAINTAINED RIGHT-OF-WAY, IN SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA.

AND

TRACT 17 IN THE SOUTHEAST $\frac{1}{4}$ 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.

AND

TRACT 18 IN THE SE $\frac{1}{4}$ 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.

AND

TRACTS 31 AND 32 IN THE SE $\frac{1}{4}$ 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.

AND

TRACTS 19 AND 30, IN THE SE $\frac{1}{4}$ 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 THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 60, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

CONTINUED ON PAGE 2 OF 4



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EXHIBIT 2 - OVERALL AMENDED DISTRICT HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT LEGAL DESCRIPTION

PAGE 1 OF 4

AND TOGETHER WITH

TRACT 12 AND TRACT 13 IN THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, 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.

LESS AND EXCEPT

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 13 AND RUN THENCE ALONG THE WEST LINE THEREOF N-00°16'28"-W, 85.00 FEET; THENCE DEPARTING SAID WEST LINE S-26°43'51"-E, 95.39 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 13; THENCE ALONG THE SOUTH LINE OF SAID TRACT 13 N-89°43'48"-W, 42.50 FEET TO THE **POINT OF BEGINNING**.

ALL BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT A 4" X 4" CONCRETE MONUMENT AND CAP "LB 5486" STANDING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA AND THE WESTERLY RIGHT-OF-WAY OF ORCHID DRIVE ACCORDING TO PLAT BOOK 126, PAGES 27 AND 28, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND RUN THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) S-00°23'53"-E, 15.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) S-89°40'39"-E, 19.67 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE WESTERLY MAINTAINED RIGHT-OF-WAY OF ORCHID DRIVE ACCORDING TO MAP BOOK 17, PAGES 78 TO 86 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES: 1) S-00°33'47"-E, 196.32 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) S-00°03'38"-E, 448.01 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 3) S-00°01'10"-E, 339.80 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 4) S-00°03'05"-W, 305.12 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE SOUTH LINE OF SAID TRACT 9, SAID POINT IS HEREBY DESIGNATED "**POINT-A**" TO BE USED HEREINAFTER; THENCE DEPARTING SAID WESTERLY MAINTAINED RIGHT-OF-WAY, AND ALONG THE SOUTH LINE OF SAID TRACTS 9, 10, 11, 12, AND 13, N-89°43'48"-W, 1585.69 FEET; THENCE DEPARTING SAID SOUTH LINE, N-26°43'51"-W, 95.39 FEET TO A POINT ON THE WEST LINE SAID TRACT 13; THENCE ALONG SAID WEST LINE AND THE WEST LINE OF SAID TRACT 4 AND ITS NORTHERLY PROJECTION, N-00°16'28"-W, 1220.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 8; THENCE ALONG SAID NORTH LINE S-89°40'39"-E, 330.48 FEET TO A POINT ON THE NORTHERLY PROJECTION OF THE EAST LINE OF SAID TRACT 4; THENCE ALONG THE WEST LINE OF SAID TRACT 4, AND ITS NORTHERLY PROJECTION, S-00°17'57"-E, 330.12 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE NORTH LINE OF THE SOUTH ½ OF SAID TRACT 5; THENCE ALONG SAID NORTH LINE, AND ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID TRACT 6, S-89°41'26"-E, 661.24 FEET TO A 4" X 4" CONCRETE MONUMENT WITH NO IDENTIFICATION STANDING ON THE WEST LINE OF SAID TRACT 7; THENCE ALONG SAID WEST LINE, AND ITS NORTHERLY PROJECTION N-00°20'56"-W, 329.97 FEET TO A 5/8" IRON ROD AND CAP "LB 6512" STANDING ON THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 8, THENCE ALONG SAID NORTH LINE, N-89°40'39"-W, 621.00 FEET TO THE **POINT OF BEGINNING**.

AND

COMMENCE AT PREVIOUSLY DESIGNATED "**POINT-A**" AND RUN THENCE S-00°05'11"-E, 15.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND THE WESTERLY MAINTAINED RIGHT-OF-WAY OF ORCHID DRIVE ACCORDING TO THE MAP BOOK 17, PAGES 78-86 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT IS ALSO THE **POINT OF BEGINNING**; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: 1) S-00°03'39"-W, 190.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) S-00°12'52"-E, 241.43 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 3) S-00°24'46"-E, 228.13 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT IT INTERSECTION WITH THE NORTH LINE OF THE EAST ¼ OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 8; THENCE DEPARTING SAID WESTERLY MAINTAINED RIGHT-OF-WAY, AND ALONG SAID NORTH LINE, N-89°45'22"-W, 964.66 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE EAST LINE OF THE EAST ¼ OF THE SOUTH ½ OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 8, THENCE ALONG SAID EAST LINE, S-00°19'26"-E, 650.73 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF PATTERSON ROAD ACCORDING TO THE MAP BOOK 17, PAGES 74-77 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY, S-89°49'12"-W, 331.60 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT ITS INTERSECTION WITH THE WEST LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 8; THENCE ALONG SAID WEST LINE, N-00°17'57"-W, 1313.42 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE NORTH LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 8; THENCE ALONG SAID NORTH LINE, S-89° 43'48"-E, 1297.09 FEET TO THE **POINT OF BEGINNING**.

CONTINUED ON PAGE 3 OF 4



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**EXHIBIT 2 - OVERALL AMENDED DISTRICT
HIGHLAND MEADOWS WEST
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LEGAL DESCRIPTION**

PAGE 2 OF 4

AND TOGETHER WITH

TRACT 12 AND TRACT 13 IN THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, 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.

LESS AND EXCEPT

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 13 AND RUN THENCE ALONG THE WEST LINE THEREOF N-00°16'28"-W, 85.00 FEET; THENCE DEPARTING SAID WEST LINE S-26°43'51"-E, 95.39 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT 13; THENCE ALONG THE SOUTH LINE OF SAID TRACT 13 N-89°43'48"-W, 42.50 FEET TO THE **POINT OF BEGINNING**.

ALL BEING MORE PARTICULARLY DESCRIBED AS:

BEGIN AT A 4" X 4" CONCRETE MONUMENT AND CAP "LB 5486" STANDING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST POLK COUNTY, FLORIDA AND THE WESTERLY RIGHT-OF-WAY OF ORCHID DRIVE ACCORDING TO PLAT BOOK 126, PAGES 27 AND 28, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND RUN THENCE ALONG SAID WESTERLY RIGHT-OF-WAY THE FOLLOWING TWO (2) COURSES: 1) S-00°23'53"-E, 15.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) S-89°40'39"-E, 19.67 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE WESTERLY MAINTAINED RIGHT-OF-WAY OF ORCHID DRIVE ACCORDING TO MAP BOOK 17, PAGES 78 TO 86 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING FOUR (4) COURSES: 1) S-00°33'47"-E, 196.32 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) S-00°03'38"-E, 448.01 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 3) S-00°01'10"-E, 339.80 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 4) S-00°03'05"-W, 305.12 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE SOUTH LINE OF SAID TRACT 9, SAID POINT IS HEREBY DESIGNATED "**POINT-A**" TO BE USED HEREINAFTER; THENCE DEPARTING SAID WESTERLY MAINTAINED RIGHT-OF-WAY, AND ALONG THE SOUTH LINE OF SAID TRACTS 9, 10, 11, 12, AND 13, N-89°43'48"-W, 1585.69 FEET; THENCE DEPARTING SAID SOUTH LINE, N-26°43'51"-W, 95.39 FEET TO A POINT ON THE WEST LINE SAID TRACT 13; THENCE ALONG SAID WEST LINE AND THE WEST LINE OF SAID TRACT 4 AND ITS NORTHERLY PROJECTION, N-00°16'28"-W, 1220.78 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 8; THENCE ALONG SAID NORTH LINE S-89°40'39"-E, 330.48 FEET TO A POINT ON THE NORTHERLY PROJECTION OF THE EAST LINE OF SAID TRACT 4; THENCE ALONG THE WEST LINE OF SAID TRACT 4, AND ITS NORTHERLY PROJECTION, S-00°17'57"-E, 330.12 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE NORTH LINE OF THE SOUTH ½ OF SAID TRACT 5; THENCE ALONG SAID NORTH LINE, AND ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID TRACT 6, S-89°41'26"-E, 661.24 FEET TO A 4" X 4" CONCRETE MONUMENT WITH NO IDENTIFICATION STANDING ON THE WEST LINE OF SAID TRACT 7; THENCE ALONG SAID WEST LINE, AND ITS NORTHERLY PROJECTION N-00°20'56"-W, 329.97 FEET TO A 5/8" IRON ROD AND CAP "LB 6512" STANDING ON THE NORTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 8, THENCE ALONG SAID NORTH LINE, N-89°40'39"-W, 621.00 FEET TO THE **POINT OF BEGINNING**.

AND

COMMENCE AT PREVIOUSLY DESIGNATED "**POINT-A**" AND RUN THENCE S-00°05'11"-E, 15.00 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT THE INTERSECTION OF THE NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SECTION 8, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, AND THE WESTERLY MAINTAINED RIGHT-OF-WAY OF ORCHID DRIVE ACCORDING TO THE MAP BOOK 17, PAGES 78-86 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA, SAID POINT IS ALSO THE **POINT OF BEGINNING**; THENCE ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: 1) S-00°03'39"-W, 190.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) S-00°12'52"-E, 241.43 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 3) S-00°24'46"-E, 228.13 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT IT INTERSECTION WITH THE NORTH LINE OF THE EAST ¼ OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 8; THENCE DEPARTING SAID WESTERLY MAINTAINED RIGHT-OF-WAY, AND ALONG SAID NORTH LINE, N-89°45'22"-W, 964.66 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE EAST LINE OF THE EAST ¼ OF THE SOUTH ½ OF THE SOUTHWEST ¼ OF SAID SECTION 8, THENCE ALONG SAID EAST LINE, S-00°19'26"-E, 650.73 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF PATTERSON ROAD ACCORDING TO THE MAP BOOK 17, PAGES 74-77 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY, S-89°49'12"-W, 331.60 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT ITS INTERSECTION WITH THE WEST LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 8; THENCE ALONG SAID WEST LINE, N-00°17'57"-W, 1313.42 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING ON THE NORTH LINE OF THE SOUTHEAST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 8; THENCE ALONG SAID NORTH LINE, S-89° 43'48"-E, 1297.09 FEET TO THE **POINT OF BEGINNING**.

CONTINUED ON PAGE 4 OF 4



1925 BARTOW ROAD • LAKELAND, FL 33801
OFFICE: (863) 940-2040 • FAX: (863) 940-2044 • CELL: (863) 662-0018
EMAIL: INFO@WOODCIVIL.COM

**EXHIBIT 2 - OVERALL AMENDED DISTRICT
HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT
LEGAL DESCRIPTION**

PAGE 3 OF 4

ALSO AND

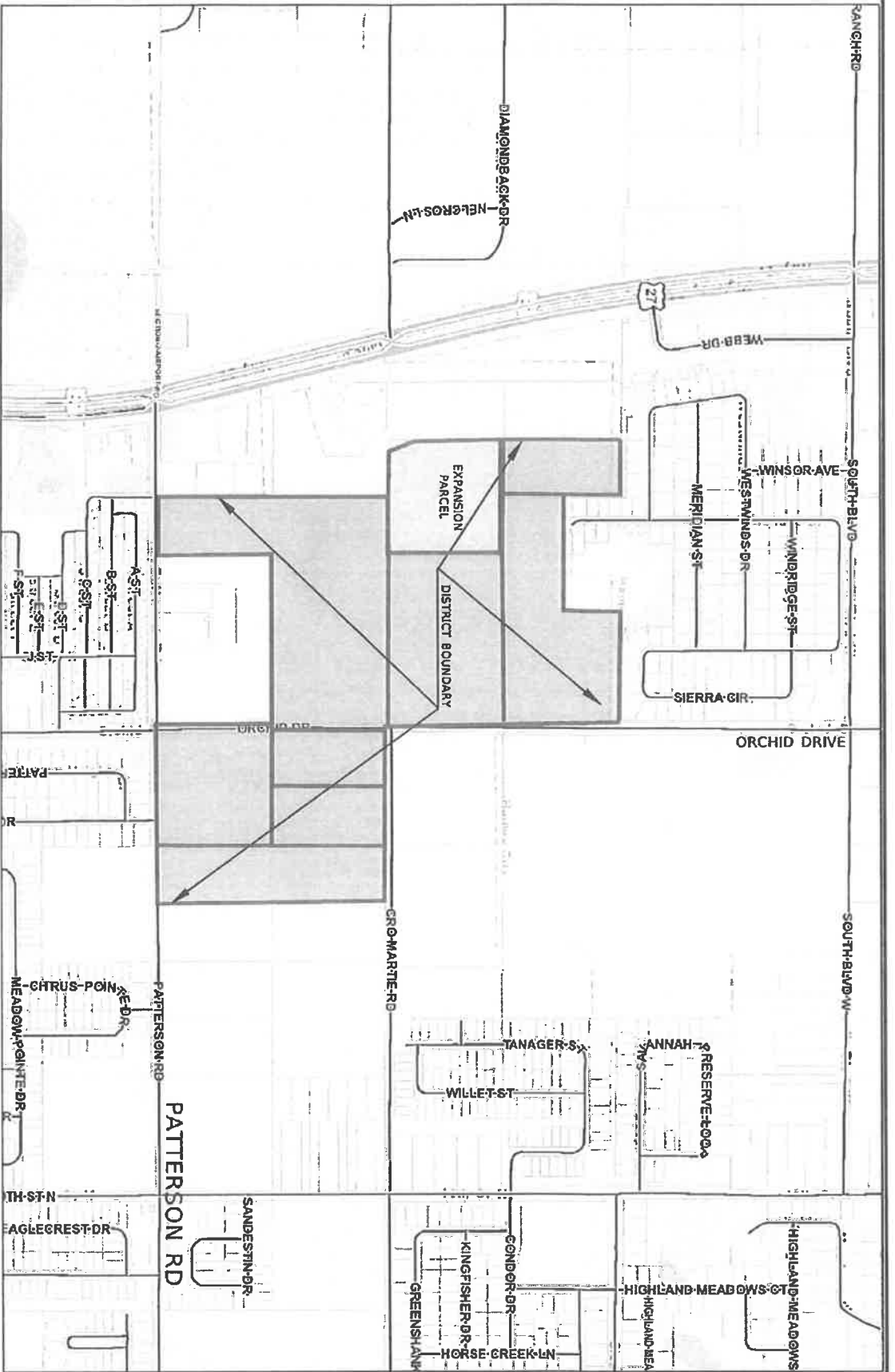
COMMENCE AT PREVIOUSLY DESIGNATED "**POINT-A**" AND RUN THENCE S-54°26'27"-E, 51.90 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT THE INTERSECTION OF THE NORTH LINE OF SAID TRACTS 17, 18, AND 19 AND THE EASTERLY MAINTAINED RIGHT-OF-WAY OF ORCHID DRIVE, ACCORDING TO THE MAP BOOK 17, PAGES 78-86 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA SAID POINT IS ALSO THE **POINT OF BEGINNING**; THENCE ALONG SAID NORTH LINE S-89°47'38"-E, 980.61 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT THE NORTHEAST CORNER OF SAID TRACT 19; THENCE ALONG THE EAST LINE OF SAID TRACT 19, AND CONTINUING ALONG THE EAST LINE OF SAID TRACT 30, S-00°20'45"-E, 1283.28 FEET TO A P.K. NAIL AND DISK "LB 8126" STANDING ON THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF PATTERSON ROAD ACCORDING TO THE MAP BOOK 17, PAGES 74-77 (INCLUSIVE), PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES: 1) S-89°51'37"-W, 958.19 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 2) N-46°48'21"-W, 18.40 FEET TO A 5/8" IRON ROD AND CAP "LB 8126"; THENCE 3) N-31°41'13"-W, 15.08 FEET TO A 5/8" IRON ROD AND CAP "LB 8126" STANDING AT ITS INTERSECTION WITH SAID EASTERLY MAINTAINED RIGHT-OF-WAY OF SAID ORCHID DRIVE; THENCE ALONG SAID EASTERLY MAINTAINED RIGHT-OF-WAY, N-00°23'59"-W, 1263.72 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 97.67 ACRES MORE OR LESS.



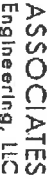
1925 BARTOW ROAD • LAKELAND, FL 33801
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EMAIL: INFO@WOODCIVIL.COM

**EXHIBIT 4 - OVERALL AMENDED DISTRICT
HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT
LEGAL DESCRIPTION**



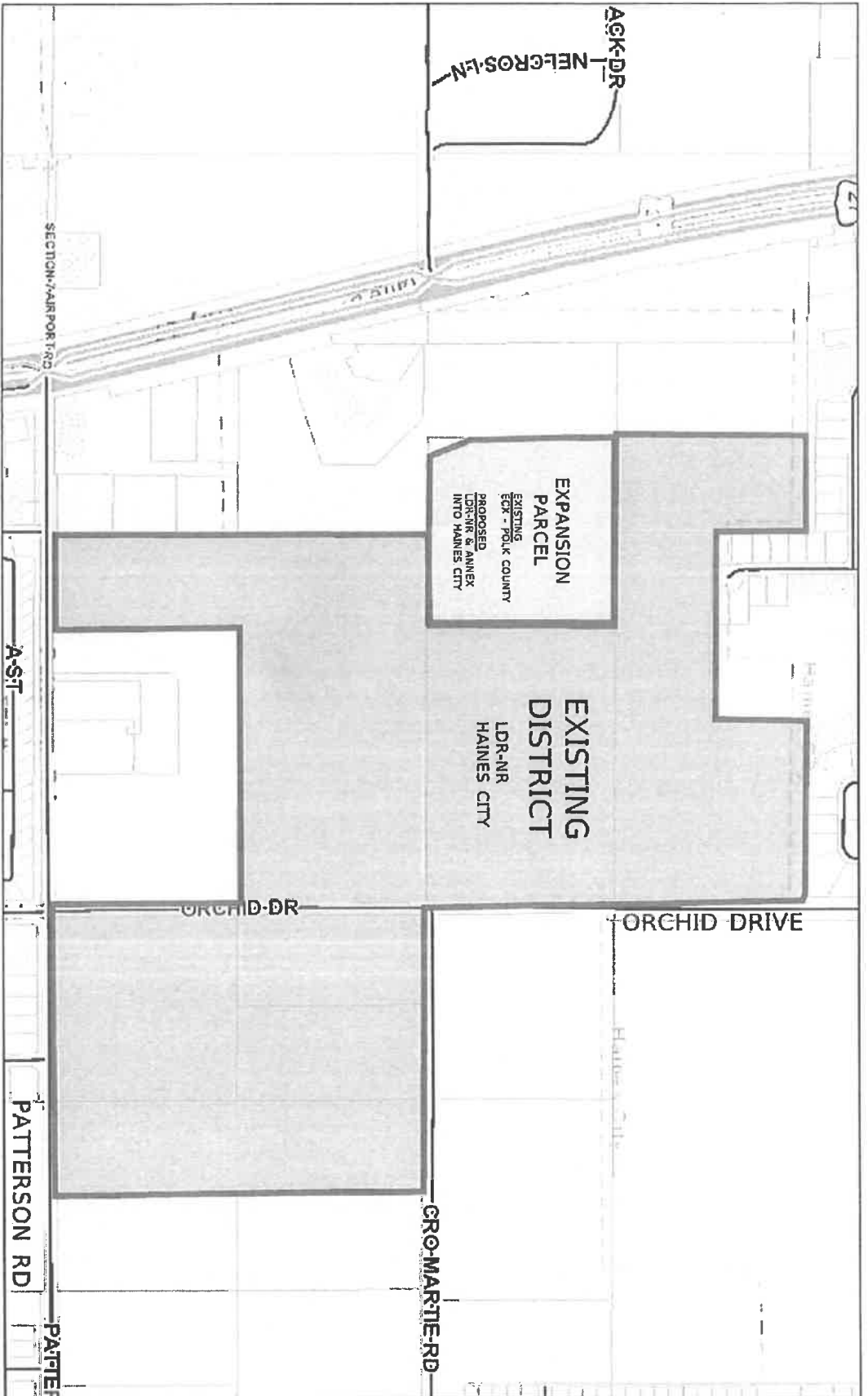
1925 BARTOW ROAD • LAKELAND, FL 33801
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EXHIBIT 3
HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT
DISTRICT BOUNDARY MAP

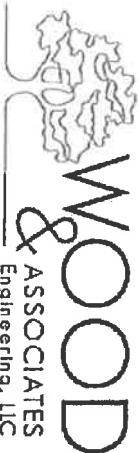
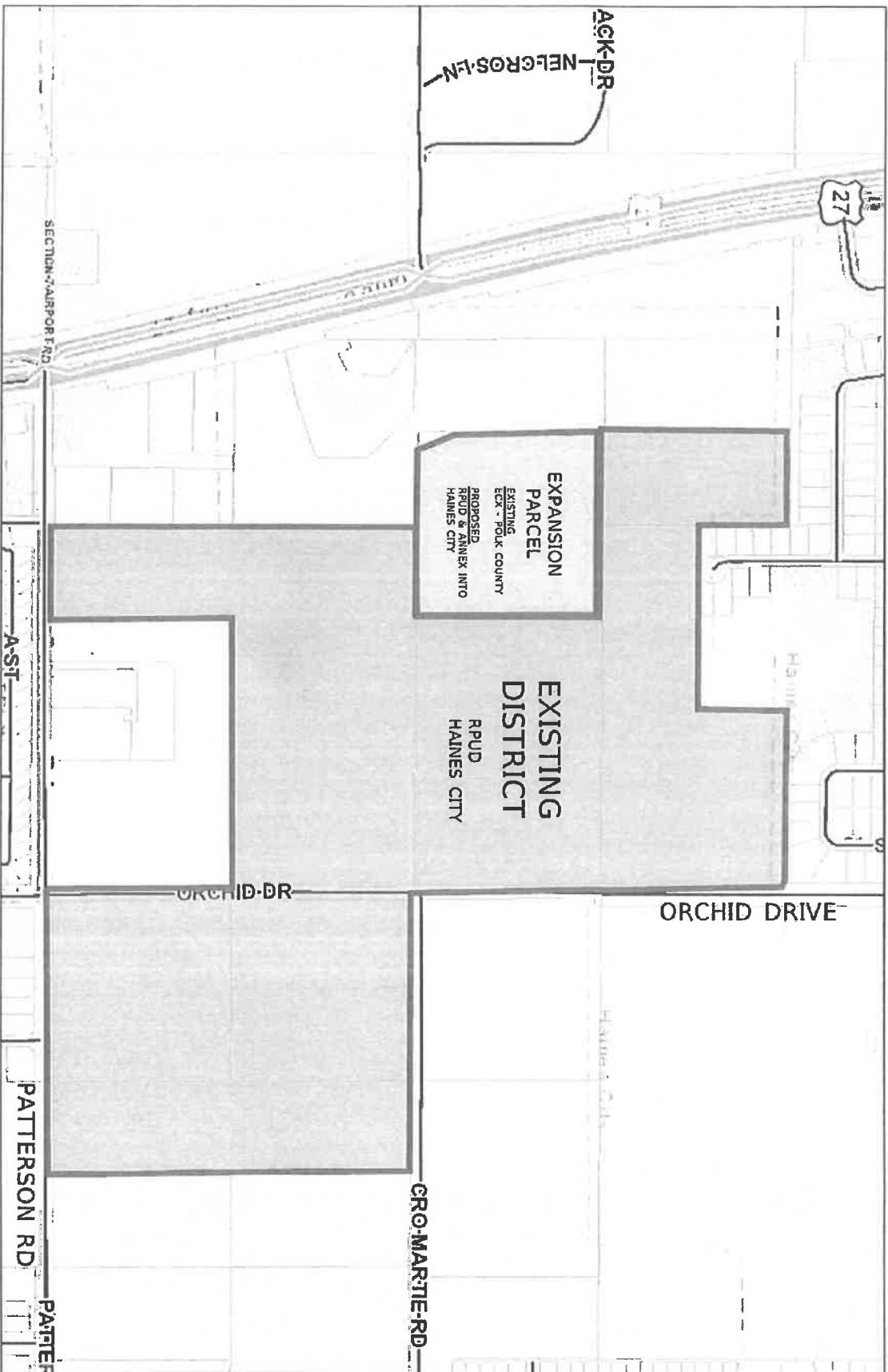


LEGEND
LDR-NR: LOW DENSITY RESIDENTIAL
 NORTH RIDGE (HAINES CITY)
ECX: EMPLOYMENT CENTER
 (POLK COUNTY)

EXHIBIT 4
HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT
FUTURE LAND USE



NO SCALE



WOOD & ASSOCIATES
Engineering, LLC

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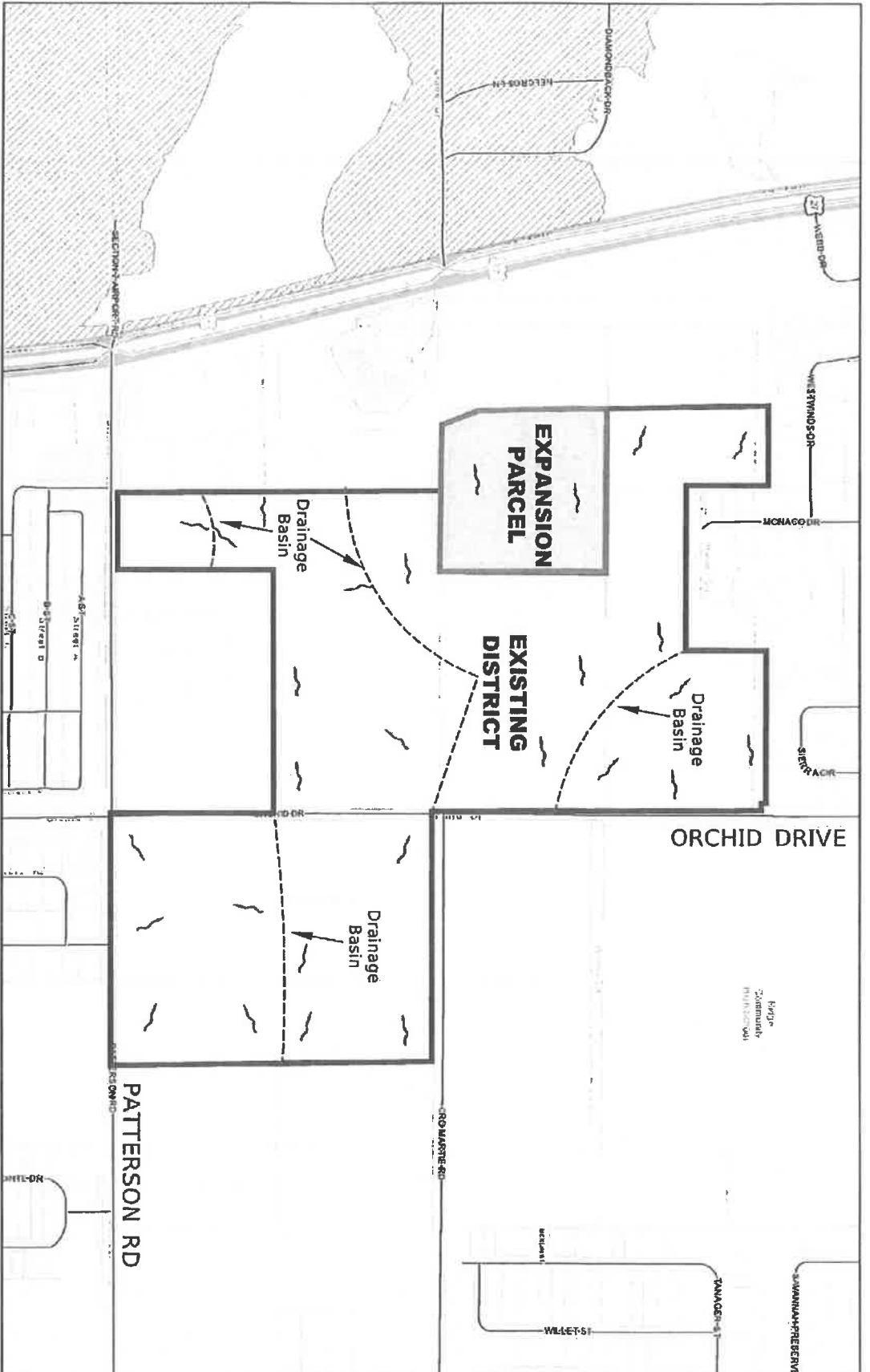
LEGEND

LDR-NR: LOW DENSITY RESIDENTIAL
NORTH RIDGE (HAINES CITY)
RPUD: RESIDENTIAL PLANNED UNIT
DEVELOPMENT (HAINES CITY)
ECX: EMPLOYMENT CENTER
(POLK COUNTY)

**HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT**

**EXHIBIT 5
ZONING MAP**

N
SCALE



Engineering, LLC

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LEGEND
 FLOW DIRECTION
 DRAINAGE BASIN

COMPOSITE EXHIBIT 6
HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT
DRAINAGE FLOW PATTERN MAP





COMPOSITE EXHIBIT 6
HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT
WATER & SEWER



**NO
SCALE**

Exhibit 7
Highland Meadows West
Community Development District
Summary of Probable Cost

Infrastructure ⁽¹⁾⁽⁹⁾	Phase 1 (266 Lots) 2019-2020	Phase 2 (130 Lots) 2020-2021	Phase 3 (46 Lots) 2020-2021	Total (442 Lots)
Offsite Improvements ⁽⁵⁾⁽⁶⁾	\$ 240,000.00	\$ 118,000.00	\$ 42,000.00	\$ 400,000.00
Stormwater Management ⁽²⁾⁽³⁾⁽⁵⁾⁽⁶⁾	\$1,149,000.00	\$ 560,000.00	\$ 200,000.00	\$1,909,000.00
Utilities (Water, Sewer, & Street Lighting) ^{(5)(6) (8)}	\$1,975,000.00	\$ 970,000.00	\$ 350,000.00	\$3,295,000.00
Roadway ⁽⁴⁾⁽⁵⁾⁽⁶⁾	\$ 995,000.00	\$ 490,000.00	\$ 200,000.00	\$1,685,000.00
Entry Feature & Signage ⁽⁶⁾⁽⁷⁾	\$ 440,000.00	\$ 210,000.00	\$ 20,000.00	\$ 670,000.00
Amenity Center ⁽¹⁾⁽⁶⁾	\$ 412,894.00	\$ 201,790.00	\$ 70,000.00	\$ 684,684.00
Parks and Recreation Facilities ⁽¹⁾⁽⁶⁾	\$ 127,106.00	\$ 58,210.00	\$ 20,000.00	\$ 205,316.00
Contingency	\$ 540,000.00	\$ 260,000.00	\$ 86,000.00	\$ 886,000.00
TOTAL	\$5,879,000.00	\$2,868,000.00	\$ 988,000.00	\$9,735,000.00

Notes:

1. Infrastructure consists of public roadway improvements, stormwater management facilities, master sanitary sewer lift station and utilities, entry feature, landscaping and signage, and neighborhood parks.
2. Excludes grading of each lot for initial pad construction, lot finishing, and in conjunction with home construction, which will be provided by home builder.
3. Includes stormwater pond excavation. Costs do not include transportation to or placement of fill on private property.
4. Includes sub-grade, base, asphalt paving, curbing, and civil/site engineering of public roads.
5. Includes subdivision infrastructure and civil/site engineering.
6. Estimates are based on 2019 cost.
7. Includes entry features, signage, hardscape, landscape, irrigation and fencing.
8. CDD will enter into a Lighting Agreement with Duke Energy for the street light poles and lighting service. Only undergrounding of wires in public right-of-way and on District land is included.
9. Estimates based on Master Infrastructure to support development of 442 lots.

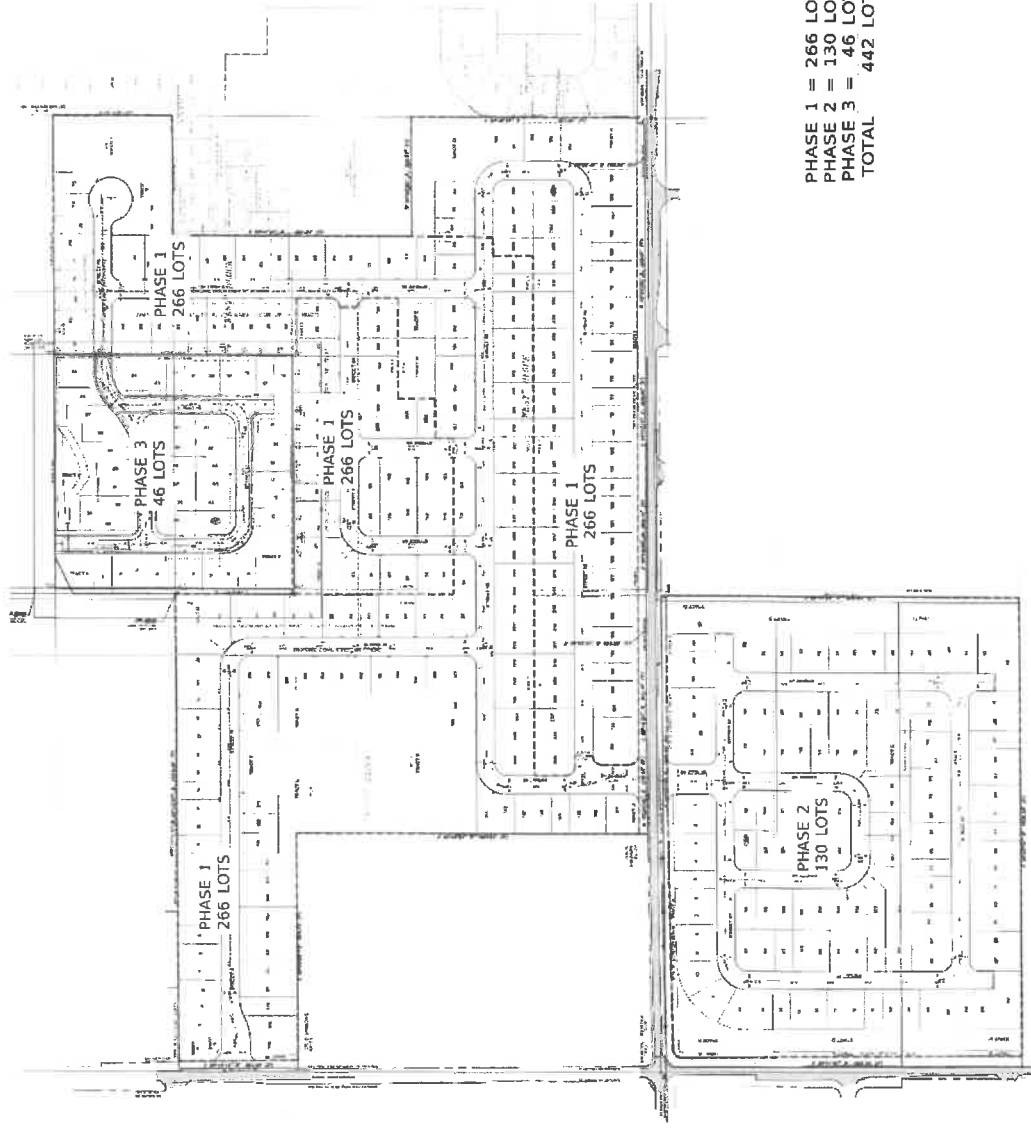
Exhibit 8
Highland Meadows West
Community Development District
Summary of Proposed District Facilities

<u>District Infrastructure</u>	<u>Construction</u>	<u>Ownership</u>	<u>Capital Financing*</u>	<u>Operation and Maintenance</u>
Entry Feature & Signage	District	District	District Bonds	District
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Haines City	District Bonds	City of Haines City
Street Lighting/Conduit	District	District	District Bonds	District
Road Construction	District	District	District Bonds	District
Parks and Amenities	District	District	District Bonds	District
Offsite Improvements	District	Polk County	District Bonds	Polk County

*Costs not funded by bonds will be funded by the developer

**Street Lighting/conduit shall be owned and maintained by the District or the District shall enter into a lease with Duke Energy.

HIGHLAND MEADOWS WEST CDD



PHASE 1 = 266 LOTS
 PHASE 2 = 130 LOTS
 PHASE 3 = 46 LOTS
 TOTAL 442 LOTS

SECTION VIII

**SUPPLEMENTAL
ASSESSMENT METHODOLOGY**

FOR

**HIGHLANDS MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2019 ASSESSMENT AREA TWO**

Date: November 13, 2019

Prepared by

**Governmental Management Services - Central Florida, LLC
135 W. Central Blvd, Suite 320
Orlando, FL 32801**

Table of Contents

1.0 Introduction.....	3
1.1 Purpose.....	3
1.2 Background	3
1.3 Special Benefits and General Benefits	4
1.4 Requirements of a Valid Assessment Methodology	5
1.5 Special Benefits Exceed the Costs Allocated	5
2.0 Assessment Methodology	5
2.1 Overview	5
2.2 Allocation of Debt	6
2.3 Allocation of Benefit	6
2.4 Lienability Test: Special and Peculiar Benefit to the Property	7
2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments	7
3.0 True-Up Mechanism.....	8
4.0 Assessment Roll.....	8
5.0 Appendix	10
Table 1: Development Program	10
Table 2: Capital Improvement Cost Estimates.....	11
Table 3: Bond Sizing.....	12
Table 4: Allocation of Improvement Costs	13
Table 5: Allocation of Total Par Debt to Each Product Type.....	14
Table 6: Par Debt and Annual Assessments	15
Table 7: Preliminary Assessment Roll	16

GMS-CF, LLC does not represent the Highland Meadows West Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Highland Meadows West Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Highland Meadows West Community Development District (the "District") is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District may issue up to \$3,560,000 of tax exempt bonds (the "Bonds") for the purpose of financing certain infrastructure improvements within Phase 2 and 3 ("Capital Improvement Plan") within the District ("Series 2019 Assessment Area Two") more specifically described in the Engineer's Report revised and dated September 18, 2019 prepared by Wood & Associates Engineering, LLC, as may be amended and supplemented from time to time (the "Engineer's Report"). The District anticipates the construction of all or a portion of the Series 2019 Assessment Area Two Capital Improvement Plan that benefit property owners within Series 2019 Assessment Area Two of the District.

1.1 Purpose

This Supplemental Assessment Methodology (the "Assessment Report") supplements the Master Assessment Methodology, dated July 24, 2018. The Assessment Report provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within Series 2019 Assessment Area Two of the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Capital Improvement Plan. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds issued to finance all or a portion of the Capital Improvement Plan. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner's association, or any other unit of government.

1.2 Background

The District currently includes approximately 97.67 acres in Polk County, Florida. The development program for the Series 2019 Assessment Area Two of the District currently envisions approximately 176 residential units and is approximately 38.96 acres. The proposed development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified or supplemented accordingly.

The improvements contemplated by the District in the Capital Improvement Plan will provide facilities that benefit certain property within the Series 2019 Assessment Area Two of the District. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, amenity center, and park and amenity features. Note that the amenity center will be a shared cost between the District and the Davenport Road South CDD. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Capital Improvement Plan.
2. The District Engineer determines the assessable acres that benefit from the District's Capital Improvement Plan.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Capital Improvement Plan.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the property, different in kind and degree than general benefits, for properties within its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within Series 2019 Assessment Area Two of the District. The implementation of the Capital Improvement Plan enables properties within the boundaries of Series 2019 Assessment Area Two of the District to be developed. Without the District's Capital Improvement Plan, there would be no infrastructure to support development of land within Series 2019 Assessment Area Two of the District. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside of the District will benefit from the provision of the Capital Improvement Plan. However, these benefits will be incidental for the purpose of the Capital Improvement Plan, which is designed solely to meet the needs of property within Series 2019 Assessment Area Two of the District. Properties outside of Series 2019 Assessment Area Two of the District boundaries do not depend upon the District's Capital Improvement Plan. The property

owners within Series 2019 Assessment Area Two of the District are therefore receiving special benefits not received by those outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The assessments must be fairly and reasonably allocated to the properties being assessed based on the special benefit such properties receive.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District will be greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Capital Improvement Plan that is necessary to support full development of property within Series 2019 Assessment Area Two of the District will cost approximately \$3,856,000. The District's Underwriter projects that financing costs required to fund the Capital Improvement Plan costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest, is \$3,560,000. Developer would fund any additional funds needed to complete the Capital Improvement Plan. Without the Capital Improvement Plan, the property within the Series 2019 Assessment Area Two of District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District may issue up to \$3,560,000 in Bonds to fund a portion of the Series 2019 Assessment Area Two of the District's Capital Improvement Plan, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$3,560,000 in debt to the properties within Series 2019 Assessment Area Two of the District benefiting from the Capital Improvement Plan. This report will be supplemented to reflect actual bond terms.

Table 1 identifies the land uses as identified by the Developer within the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Series 2019 Assessment Area Two Capital Improvement Plan needed to support the development, which these construction costs are outlined in Table 2. The

improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$3,856,000. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for the Capital Improvement Plan and related costs was determined by the District's Underwriter to total \$3,560,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan for the District is completed. Until the platting process occurs, the Capital Improvement Plan funded by District bonds benefits all acres within the District.

The initial assessments will be levied on an equal basis to all gross acreage within Series 2019 Assessment Area of the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within Series 2019 Assessment Area Two of the District are benefiting from the improvements.

Once platting or the recording of a declaration of condominium of any portion of Series 2019 Assessment Area of the District into individual lots or units ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will continue to be assessed on a per acre basis. Eventually the development plan will be completed and the debt relating to the bonds will be allocated to the platted units within the District, which are the beneficiaries of the Capital Improvement Plan, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

2.3 Allocation of Benefit

The Capital Improvement Plan consists of offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, amenity center, and park and amenity features and professional fees along with related incidental costs. There is one product type within the planned development. The single family home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular land uses. It is

important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed Capital Improvement Plan will provide several types of systems, facilities and services for its residents. These include offsite improvements, stormwater management facilities, utility facilities, roadways, entry features, and park and amenity features. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

For the provision of the Capital Improvement Plan, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type). This is also shown on Table 7 depicting Allocation of Par Debt per Product Type.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of Capital Improvement Plan have been apportioned to the property within the District according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within the boundaries of Series 2019 Assessment Area Two of the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed Capital Improvement Plan is constructed.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Properties. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, when platting for 25%, 50%, 75% and 100% of the units planned for platting has occurred within the District, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the full development plan of the District. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

If a true-up payment is made less than 45 days prior to an interest payment date, the amount of accrued interest will be calculated to the next succeeding interest payment date.

4.0 Assessment Roll

The District will initially distribute the liens across the property within Series 2019 Assessment Area Two of the District boundaries on a gross acreage basis. As Assigned Properties becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are neither fixed nor are

they determinable with certainty on any acre of land in Series 2019 Assessment Area Two of the District prior to the time final Assigned Properties become known. The current assessment roll is attached as Table 7.

TABLE 1
 HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT
 DEVELOPMENT PROGRAM
 SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Land Use	Phase 2	Phase 3	Total Assessable Units	ERUs per Unit (1)	Total ERUs
Single Family	130	46	176	1.00	176
Total Units			176		176

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family :

* Unit mix is subject to change based on marketing and other factors

TABLE 2 HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT CAPITAL IMPROVEMENT PLAN COST ESTIMATES SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO			
Capital Improvement Plan ("CIP") (1)	Phase 2	Phase 3	Total Cost Estimate
Offsite Improvements			
Stormwater Management	\$118,000	\$42,000	\$160,000
Utilities (Water, Sewer, & Street Lighting)	\$560,000	\$200,000	\$760,000
Roadway	\$970,000	\$350,000	\$1,320,000
Entry Feature	\$490,000	\$200,000	\$690,000
Amenity Center	\$210,000	\$20,000	\$230,000
Parks and Amenities	\$201,790	\$70,000	\$271,790
Contingencies	\$58,210	\$20,000	\$78,210
	\$260,000	\$86,000	\$346,000
	\$2,868,000	\$988,000	\$3,856,000

(1) A detailed description of these improvements is provided in the Engineer's Report dated September 18, 2019.

TABLE 3
HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Description	Total
Construction Funds	\$ 2,879,519
Debt Service Reserve	\$ 238,481
Capitalized Interest	\$ 195,800
Underwriters Discount	\$ 71,200
Cost of Issuance	\$ 175,000
Contingency	\$ -
Par Amount*	\$ 3,560,000

Bond Assumptions:	
Average Coupon	6.70%
Amortization	30 years
Capitalized Interest	8 months
Debt Service Reserve	Max Annual
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the sale of the bonds

TABLE 4

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF IMPROVEMENT COSTS

SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family	176	1	176	100.00%	\$ 3,856,000	\$21,909
Totals	176		176	100.00%	\$ 3,856,000	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Land Use	No. of Units *	Total Improvements		Allocation of Par		Par Debt Per Unit
		Costs Per Product	Type	Debt Per Product	Type	
Single Family	176	\$	3,856,000	\$	3,560,000	\$20,227
Totals	176	\$	3,856,000	\$	3,560,000	

* Unit mix is subject to change based on marketing and other factors

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family	176	\$ 3,560,000	\$20,227	\$ 238,481	\$ 1,355	\$ 1,457
Totals	176	\$ 3,560,000		\$ 238,481		

(1) This amount includes collection fees and early payment discounts when collected on the Polk County Tax Bill

* Unit mix is subject to change based on marketing and other factors

TABLE 7

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
SUPPLEMENTAL ASSESSMENT METHODOLOGY - ASSESSMENT AREA TWO

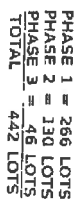
Owner	Property ID #'s	Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation {1}
STM LLC	27-27-08-727-5000-40120	10.03	\$91,376	\$ 916,499	\$ 61,395	\$ 66,017
Cassidy Holdings LLC	27-27-08-727-5000-20170	4.68	\$91,376	\$ 427,639	\$ 28,647	\$ 30,803
Cassidy Holdings LLC	27-27-08-727-5000-20180	4.90	\$91,376	\$ 447,741	\$ 29,994	\$ 32,251
Cassidy Holdings LLC	27-27-08-727-5000-20310	9.78	\$91,376	\$ 893,655	\$ 59,865	\$ 64,371
Cassidy Holdings LLC	27-27-08-727-5000-20191	9.57	\$91,376	\$ 874,466	\$ 58,580	\$ 62,989
Totals		38.96		\$ 238,481	\$ 238,481	\$ 256,431

(1) This amount includes 7% to cover collection fees and early payment discounts when collected utilizing the uniform method.

Annual Assessment Periods	30
Projected Bond Rate (%)	6.70%
Maximum Annual Debt Service	\$238,481

Prepared by: Governmental Management Services - Central Florida, LLC

N



OVERALL GENERAL LAYOUT EXHIBIT 9	NOT VALID WITHOUT FILE PROJECT NUMBER:	HIGHLAND MEADOWS WEST ORCHARD CREEK/MOLLY HILL ROAD PATTERSON ROAD CITY OF HAINES CITY, POLK COUNTY, STATE OF FLORIDA	DESIGNER  Dwyer Wood Engineering 2425 PAVYTON ROAD LAKELAND, FL 33507 PHONE: 813.384.2942 FAX: 813.384.2942 EMAIL: dwyerwoodengineering@gmail.com	DATE:	JOB:	REVISIONS:

SECTION IX

SECTION C

SECTION 1

Highland Meadows West

Community Development District

Summary of Checks

October 10, 2019 to November 6, 2019

Bank	Date	Check No.'s	Amount	
General Fund	10/23/19	71	\$	5,125.00
	10/28/19	72-82	\$	16,208.47
	10/30/19	83	\$	2,041.87
			\$	23,375.34
			\$	23,375.34

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
10/23/19	00011	9/03/19 9340	201910 310-51300-45000		*	5,125.00	
		FY20 GEN LIAB/PUBLIC OFFI		EGIS INSURANCE ADVISORS, LLC			5,125.00 000071
10/28/19	00008	9/11/19 AR091119	201909 310-51300-11000		*	200.00	
		SUPV FEE 9/11/19					
		10/17/19 AR101719	201910 310-51300-11000		*	200.00	
		SUPV FEE 10/17/19		ANDREW RHINEHART			400.00 000072
10/28/19	00005	10/01/19 74739	201910 310-51300-54000		*	175.00	
		SPECIAL DISTRICT FEE FY20		DEPT OF ECONOMIC OPPORTUNITY			175.00 000073
10/28/19	00001	9/01/19 17	201909 310-51300-34000		*	2,916.67	
		MANAGEMENT FEE SEP19					
		9/01/19 17	201909 310-51300-35200		*	75.00	
		INFO TECH SEP19					
		9/01/19 17	201909 310-51300-31300		*	416.67	
		DISSEMINATION SEP19					
		9/01/19 17	201909 310-51300-42500		*	91.80	
		COPIES					
		10/01/19 19	201910 310-51300-34000		*	2,916.67	
		MANAGEMENT FEES OCT19					
		10/01/19 19	201910 310-51300-35200		*	75.00	
		INFO TECH OCT19					
		10/01/19 19	201910 310-51300-31300		*	416.67	
		DISSEMINATION OCT19					
		10/01/19 19	201910 310-51300-51000		*	2.50	
		OFFICE SUPPLIES					
		10/01/19 19	201910 310-51300-42000		*	19.57	
		POSTAGE					
		10/01/19 19	201910 310-51300-42500		*	45.90	
		COPIES					
		10/01/19 19	201910 310-51300-41000		*	1.36	
		TELEPHONE		GOVERNMENTAL MANAGEMENT SERVICES			6,977.81 000074
10/28/19	00007	8/22/19 109390	201907 310-51300-49100		*	1,355.50	
		BOUNDARY AMEND-JUL19					
		9/16/19 109844	201908 310-51300-31500		*	810.34	
		STATUS CHART/VGLOBAL AGRE					
		9/16/19 109847	201908 310-51300-49100		*	1,752.50	
		BOUNDARY AMEND-AUG19		HOPPING GREEN & SAMS PA			3,918.34 000075
				HIMW --HIGH WEST-- KCOSTA			

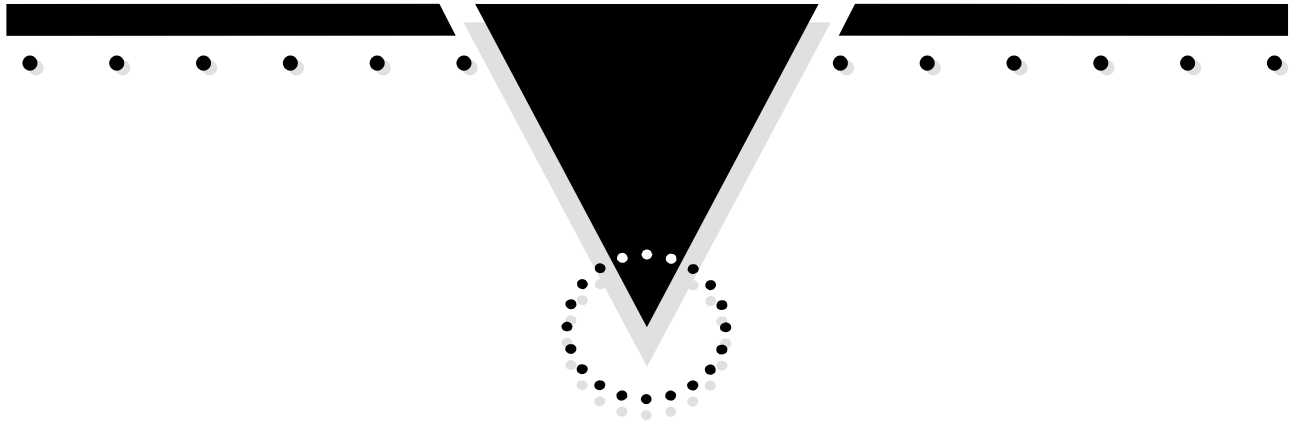
*** CHECK DATES 10/10/2019 - 11/06/2019 ***

GENERAL FUND
BANK A HIGHLAND MEADOW WEST

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
10/28/19	00002	10/17/19 KA101719	201910 310-51300-11000		*	200.00	
		SUPV FEE 10/17/19		KEATON ALEXANDER			200.00 000076
10/28/19	00010	9/04/19 L060G0IZ	201909 310-51300-48000		*	281.16	
		BOT OF MTG 9/4/19					
		9/16/19 L060G0J0	201909 310-51300-48000		*	721.00	
		MASTER PORJECT IMPROVE					
		9/23/19 L060G0J0	201909 310-51300-48000		*	365.16	
		SCHEDULE OF MEETINGS		LAKELAND LEDGER PUBLISHING			1,367.32 000077
10/28/19	00003	9/11/19 LS091119	201909 310-51300-11000		*	200.00	
		SUPV FEE 9/11/19		LAUREN OAKLEY SCHWENK			200.00 000078
10/28/19	00014	9/11/19 PM091119	201909 310-51300-11000		*	200.00	
		SUPV FEE 9/11/19					
		10/17/19 PM101719	201910 310-51300-11000		*	200.00	
		SUPV FEE 10/17/19		PATRICK MARONE			400.00 000079
10/28/19	00009	9/11/19 RH091119	201909 310-51300-11000		*	200.00	
		SUPV FEE 9/11/19					
		10/17/19 RH101719	201910 310-51300-11000		*	200.00	
		SUPV FEE 10/17/19		RENNIE HEATH			400.00 000080
10/28/19	00017	9/30/19 411	201908 310-51300-49100		*	670.00	
		BOUNDARY AMEND JUL-AUG19		WOOD & ASSOCIATES			670.00 000081
10/28/19	00019	10/28/19 102819	201910 310-51300-49100		*	1,500.00	
		BOUNDARY AMEND FILE FEE		CITY OF HAINES CITY			1,500.00 000082
10/30/19	00007	10/21/19 110672	201909 310-51300-31500		*	2,041.87	
		ENGINEER REPORT/CHART		HOPPING GREEN & SAMS PA			2,041.87 000083
TOTAL FOR BANK A						23,375.34	
TOTAL FOR REGISTER						23,375.34	

HIMW --HIGH WEST-- KCOSTA

SECTION 2



HIGHLAND MEADOWS WEST

Community Development District

Unaudited Financial Reporting

October 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>Series 2019A Capital Projects Fund Income Statement</u>
6	<u>Month to Month</u>
7	<u>Developer Contribution Schedule</u>
8	<u>Long Term Debt Report</u>
9	<u>Series 2019 Construction Schedule</u>

HIGHLAND MEADOWS WEST

COMMUNITY DEVELOPMENT DISTRICT

BALANCE SHEET

October 31, 2019

	General Fund	Debt Service Fund	Capital Projects Fund	Totals
<u>ASSETS:</u>				
<u>CASH</u>				
OPERATING ACCOUNT	\$7,783	---	---	\$7,783
<u>INVESTMENTS</u>				
SERIES 2019				
RESERVE	---	\$411,969	---	\$411,969
REVENUE		\$3,369		\$3,369
INTEREST	---	\$158,988	---	\$158,988
CONSTRUCTION	---	---	\$1,471,094	\$1,471,094
DUE FROM DEVELOPER	\$5,939	---	---	\$5,939
TOTAL ASSETS	<u>\$13,722</u>	<u>\$574,326</u>	<u>\$1,471,094</u>	<u>\$2,059,142</u>
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$2,161	---	---	\$2,161
CONTRACTS PAYABLE	---	---	\$1,100	\$1,100
RETAINAGE PAYABLE	---	---	\$59,794	\$59,794
<u>FUND EQUITY:</u>				
FUND BALANCES:				
UNASSIGNED	\$11,561	---	---	\$11,561
RESERVED FOR DEBT SERVICE	---	\$574,326	---	\$574,326
RESERVED FOR CAPITAL PROJECTS 2019	---	---	\$1,411,257	\$1,411,257
RESERVED FOR CAPITAL PROJECTS 2019A	---	---	(\$1,057)	(\$1,057)
TOTAL LIABILITIES & FUND EQUITY	<u>\$13,722</u>	<u>\$574,326</u>	<u>\$1,471,094</u>	<u>\$2,059,142</u>

HIGHLAND MEADOWS WEST

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending October 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/19	ACTUAL THRU 10/31/19	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$265,700	\$20,000	\$20,000	\$0
TOTAL REVENUES	\$265,700	\$20,000	\$20,000	\$0
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISORS FEES	\$12,000	\$1,000	\$800	\$200
INSURANCE	\$5,600	\$5,600	\$5,125	\$475
ENGINEERING	\$20,000	\$1,667	\$0	\$1,667
DISTRICT COUNSEL	\$20,000	\$1,667	\$0	\$1,667
ANNUAL AUDIT	\$4,000	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$5,000	\$0	\$0	\$0
ARBITRAGE	\$650	\$0	\$0	\$0
DISSEMINATION FEES	\$5,000	\$417	\$417	(\$0)
TRUSTEE FEES	\$3,500	\$0	\$0	\$0
DISTRICT MANAGEMENT	\$35,000	\$2,917	\$2,917	(\$0)
TELEPHONE	\$250	\$21	\$1	\$19
POSTAGE & DELIVERY	\$500	\$42	\$20	\$22
OFFICE SUPPLIES	\$1,000	\$83	\$3	\$81
PRINTING & BINDING	\$1,000	\$83	\$46	\$37
LEGAL ADVERTISING	\$10,000	\$833	\$0	\$833
MISCELLANEOUS	\$5,000	\$417	\$0	\$417
BOUNDARY AMENDMENT EXPENSES	\$0	\$0	\$1,500	(\$1,500)
INFORMATION TECHNOLOGY	\$900	\$75	\$75	\$0
DUES, LICENSES, & FEES	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE:	\$129,575	\$14,996	\$11,078	\$3,918
<u>OPERATIONS & MAINTENANCE:</u>				
PROPERTY INSURANCE	\$1,000	\$83	\$0	\$83
INTERLOCAL AMENITY AGREEMENT	\$48,958	\$4,080	\$0	\$4,080
PLAYGROUND LEASE	\$0	\$0	\$1,738	(\$1,738)
LANDSCAPE MAINTENANCE	\$58,000	\$4,833	\$0	\$4,833
LANDSCAPE REPLACEMENT	\$5,000	\$417	\$0	\$417
FERTILIZATION	\$13,167	\$1,097	\$0	\$1,097
CONTINGENCY	\$10,000	\$833	\$0	\$833
TOTAL OPERATIONS & MAINTENANCE:	\$136,125	\$11,344	\$1,738	\$9,606
TOTAL EXPENDITURES	\$265,700	\$26,340	\$12,815	\$13,524
EXCESS REVENUES (EXPENDITURES)	\$0		\$7,185	
FUND BALANCE - BEGINNING	\$0		\$4,377	
FUND BALANCE - ENDING	\$0		\$11,561	

HIGHLAND MEADOWS WEST

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND - SERIES 2019

SERIES 2019

Statement of Revenues & Expenditures

For The Period Ending October 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/19	ACTUAL THRU 10/31/19	VARIANCE
<u>REVENUES:</u>				
SPECIAL ASSESSMENTS	\$411,969	\$0	\$0	\$0
INTEREST	\$500	\$0	\$797	\$797
TRANSFER IN	\$0	\$0	\$132	\$132
TOTAL REVENUES	\$412,469	\$0	\$929	\$929
<u>EXPENDITURES:</u>				
INTEREST EXPENSE - 11/1	\$157,567	\$0	\$0	\$0
INTEREST EXPENSE - 5/2	\$152,484	\$0	\$0	\$0
TOTAL EXPENDITURES	\$310,052	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$102,417		\$929	
FUND BALANCE - BEGINNING	\$158,060		\$573,397	
FUND BALANCE - ENDING	\$260,477		\$574,326	

HIGHLAND MEADOWS WEST

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND - SERIES 2019 SERIES 2019

Statement of Revenues & Expenditures

For The Period Ending October 31, 2019

REVENUES:

	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/19	ACTUAL THRU 10/31/19	VARIANCE
BOND PROCEEDS	\$0	\$0	\$0	\$0
INTEREST	\$0	\$0	\$3,746	\$3,746
TOTAL REVENUES	\$0	\$0	\$3,746	\$3,746

EXPENDITURES:

CAPITAL OUTLAY	\$0	\$0	\$5,910	(\$5,910)
TRANSFER OUT	\$0	\$0	\$132	(\$132)
TOTAL EXPENDITURES	\$0	\$0	\$6,042	(\$6,042)
EXCESS REVENUES (EXPENDITURES)	\$0		(\$2,296)	
FUND BALANCE - BEGINNING	\$0		\$1,413,553	
FUND BALANCE - ENDING	\$0		\$1,411,257	

HIGHLAND MEADOWS WEST

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND - SERIES 2019A

SERIES 2019

Statement of Revenues & Expenditures

For The Period Ending October 31, 2019

	ADOPTED BUDGET	PRORATED BUDGET THRU 10/31/19	ACTUAL THRU 10/31/19	VARIANCE
<u>REVENUES:</u>				
BOND PROCEEDS	\$0	\$0	\$0	\$0
INTEREST	\$0	\$0	\$0	\$0
TOTAL REVENUES	\$0	\$0	\$0	\$0
<u>EXPENDITURES:</u>				
CAPITAL OUTLAY	\$0	\$0	\$0	\$0
CAPITAL OUTLAY - COST OF ISSUANCE	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$0	
FUND BALANCE - BEGINNING	\$0		(\$1,057)	
FUND BALANCE - ENDING	\$0		(\$1,057)	

HIGHLAND MEADOWS WEST

Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>REVENUES:</u>													
DEVELOPER CONTRIBUTIONS	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
TOTAL REVENUES	\$20,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
<u>EXPENDITURES:</u>													
<u>ADMINISTRATIVE:</u>													
SUPERVISORS FEES	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$800
INSURANCE	\$5,125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,125
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISTRICT COUNSEL	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ASSESSMENT ADMINISTRATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ARBITRAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISSEMINATION FEES	\$417	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$417
TRUSTEE FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISTRICT MANAGEMENT	\$2,917	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,917
TELEPHONE	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
POSTAGE & DELIVERY	\$20	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20
OFFICE SUPPLIES	\$3	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3
PRINTING & BINDING	\$46	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$46
LEGAL ADVERTISING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
MISCELLANEOUS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
BOUNDARY AMENDMENT EXPENSES	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500
INFORMATION TECHNOLOGY	\$75	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75
DUES, LICENSES, & FEES	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
TOTAL ADMINISTRATIVE:	\$11,078	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,078
<u>OPERATIONS & MAINTENANCE:</u>													
PROPERTY INSURANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INTERLOCAL AMENITY AGREEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PLAYGROUND LEASE	\$1,738	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,738
LANDSCAPE MAINTENANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LANDSCAPE REPLACEMENT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FERTILIZATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL OPERATIONS & MAINTENANCE:	\$1,738	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,738
TOTAL EXPENDITURES	\$12,815	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$12,815
EXCESS REVENUES/(EXPENDITURES)	\$7,185	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,185

**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)	General Fund Portion (FY20)	Over and (short) Balance Due
2018-01 FY19	7/17/17	10/15/18	\$ 20,167.45	\$ 20,167.45	\$ 20,475.00	\$ -	\$ -	\$ -	\$ -	\$ -
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	6/7/19	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -
4	7/31/19	8/12/19	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -	\$ -
5	10/10/19	10/22/19	\$ 10,000.00	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ -
BA1-1	10/10/19		\$ -	\$ 3,778.00	\$ -	\$ 3,778.00	\$ -	\$ -	\$ -	\$ 3,778.00
BA1-2	11/5/19		\$ -	\$ 2,161.00	\$ -	\$ 2,161.00	\$ -	\$ -	\$ -	\$ 2,161.00
FY20 1	10/10/19	10/22/19	\$ 20,000.00	\$ 20,000.00	\$ -		\$ -	\$ -	\$ 20,000.00	\$ -
Due from Developer			\$ 128,760.81	\$ 154,867.26	\$ 20,475.00	\$ 95,939.00	\$ 9,407.65	\$ 9,353.16	\$ 20,000.00	\$ 5,939.00

Total Developer Contributions FY20

\$ 20,000.00

HIGHLAND MEADOWS WEST
Community Development District
LONG TERM DEBT REPORT

SERIES 2019, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:	4.000%, 4.125%, 4.875%, 5.000%	
MATURITY DATE:	11/1/2049	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$411,969	
RESERVE FUND BALANCE	\$411,969	
BONDS OUTSTANDING - 04/25/19		\$6,385,000
CURRENT BONDS OUTSTANDING		\$6,385,000

Highland Meadows West Community Development District

Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Contractor	Description	Requisition
Fiscal Year 2019				
5/3/19	2	Davenport 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
6/11/19	4	Heath Construction & Management, LLC	Invoices: 140, 146 & 167 - Construction Management Services 03/16/19 to 04/30/19	\$ 9,000.00
6/11/19	5	Hopping, Green & Sams	Invoice: 105714 - Legal Services - January 2019	\$ 1,256.75
6/11/19	7	Horner Environmental Professionals, Inc.	Invoice: 215576 - Environmental Services - March 2019	\$ 2,952.50
6/11/19	8	Wood & Associates Engineering, LLC	Invoice 140 - Engineering Progress Billing - March 2019	\$ 1,550.00
6/17/19	6	HMD West, LLC	Reimbursement for Project Construction Costs	\$ 223,609.70
6/28/19	9	Hopping, Green & Sams	Invoice: 107674 - Legal Services - April 2019	\$ 599.87
6/28/19	10	Horner Environmental Professionals, Inc.	Invoice: 215532 - Environmental Services - February 2019	\$ 2,230.00
6/28/19	11	Heath Construction & Management, LLC	Invoices: 175, 186 & 197 - Construction Management Services 05/01/19 to 06/15/19	\$ 9,000.00
6/28/19	12	Wood & Associates Engineering, LLC	Invoice: 200 - Engineering Progress Billing - April 2019; Invoice: 1 - certification reimbursement	\$ 1,440.00
6/28/19	13	Tucker Paving, Inc	Pay Application 1 - Period through 05/25/19	\$ 166,713.83
6/28/19	14	Hopping, Green & Sams	Invoice: 106966 - Legal Services - March 2019	\$ 2,033.50
7/10/19	15	Ferguson Waterworks	Invoices: 1757634, 1756294 & 1757688 - Construction materials	\$ 22,204.73
7/10/19	16	Ulrich's Pitcher Pump	Invoice: 0105969 - Turbine and adandone well work	\$ 5,000.00
7/25/19	17	Tucker Paving, Inc	Pay Application 2 - Period through 06/25/19	\$ 295,659.66
7/23/19	18	Mack Industries, Inc.	Invoices: MCI 106567 to MCI 106718 - Construction Materials per June 2019 spreadsheet	\$ 95,598.00
7/23/19	19	Hopping, Green & Sams	Invoice: 108288 - Legal Services - May 2019	\$ 426.00
7/23/19	20	Heath Construction & Management, LLC	Invoices: 221 & 232 - Construction Management Services 06/16/19 to 07/15/19	\$ 6,000.00
8/20/19	21	Tucker Paving, Inc	Pay Application 3 - Period through 07/25/19	\$ 676,708.55
9/13/19	22	Hopping, Green & Sams	Invoice: 108841 - Engineering Services - June 2019	\$ 121.00
9/11/19	23	Mack Industries, Inc.	Invoices: MCI 106803 to MCI 107158 - Construction Materials per July 2019 spreadsheet	\$ 44,926.00
9/11/19	24	Ferguson Waterworks	Invoices: 1756343 to 1763163 - Construction Materials per July 2019 spreadsheet	\$ 290,994.38
9/16/19	25	Greenland Services, LLC	Invoice: 17696 - Land Clearing	\$ 30,641.56
9/16/19	26	HMD West, LLC	Invoices: 240 & 250 - Construction Management 07/16/19 to 08/15/19	\$ 6,000.00
9/11/19	27	Cassidy Holdings Group, Inc.	Reimbursement for Project Construction Costs	\$ 25,835.57
9/11/19	28	Tucker Paving, Inc	Pay Application 4 - Period through 08/25/19	\$ 522,806.71
9/11/19	29	HMD West, LLC	Invoice: 258 - Construction Management 08/16/19 to 08/31/19	\$ 3,000.00
9/11/19	30	Ferguson Waterworks	Invoices: 1763570 to 1769796 - Construction Materials per August 2019 spreadsheet	\$ 154,355.19
10/1/19	31	Wood & Associates Engineering, LLC	Invoices: 10, 79 & 354 - Engineering Progress Billing - January, February, July - August 2019	\$ 37,770.00
10/1/19	32	HMD West, LLC	Invoice: 267 - Construction Management 09/01/19 to 09/15/19	\$ 3,000.00
10/1/19	33	Duke Energy	Invoice: F3304013901 - Patterson Road	\$ 6,786.71
10/1/19	34	Tucker Paving, Inc	Pay Application 5 - Period through 09/25/19	\$ 610,265.34
10/1/19	35	Ferguson Waterworks	Invoices: 1770017 to 1775559 - Construction Material per September 2019 spreadsheet	\$ 120,871.29
10/16/19	36	Tucker Paving, Inc	Pay Application Retainage - Period through 09/30/19	\$ 59,793.62
10/16/19	37	HMD West, LLC	Invoice: 277 - Construction Management 09/16/19 to 09/30/19	\$ 3,000.00
10/18/19	38	Wood & Associates Engineering, LLC	Invoices: 36, 78, 141, 407, 199, 291, 385, 384, 340 & 344 - Review Fee, Publication Fee & Engineering Billing	\$ 10,295.75
10/28/19	39	Wood & Associates Engineering, LLC	Invoice: 416 - Plat Review Fee Orchid Terrace Phase 1	\$ 2,910.00
10/28/19	40	HMD West, LLC	Invoice: 291 - Construction Management 10/01/19 to 10/15/19	\$ 3,000.00
TOTAL				\$ 4,073,664.21
Fiscal Year 2019				
5/1/19		Interest		\$ 1,864.46
6/1/19		Interest		\$ 8,402.51
7/1/19		Interest		\$ 7,677.11
8/1/19		Interest		\$ 7,217.14
9/1/19		Interest		\$ 5,586.93
10/1/19		Interest		\$ 3,746.26
TOTAL				\$ 34,494.41
Acquisition/Construction Fund at 04/25/18				\$ 5,510,264.05
Interest Earned thru 10/31/19				\$ 34,494.41
Requisitions Paid thru 10/31/19				\$ (4,073,664.21)
Remaining Acquisition/Construction Fund				<u>\$ 1,471,094.25</u>

SECTION 3

FORMS OF REQUISITIONS

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019 (Acquisition and Construction)

The undersigned, a Responsible Officer of the Highland Meadows West Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2019 as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2019 (collectively, the "Series 2019 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2019 Indenture):

- (A) Requisition Number: 36
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to applicable Acquisition Agreement: Tucker Paving, Inc
- (D) Amount Payable: \$59,793.62
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Pay Application Retainage – Period through 09/30/19
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:
Series 2019 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with:
the Costs of the Series 2019 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]
Responsible Officer

Date: 10/14/19

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that (a) the portion of the Project is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

[Signature]
Consulting Engineer

Date: 10-12-19

Tucker Paving

Reg 36

57,793.02

ATA Document G702™ - 1992

Application and Certificate for Payment

TO OWNER: **THE WOODBURN MANSIONS WEST CONDOMINIUM PROJECT:**

135 WEST CENTRAL BLVD
SUITE 320

ORLANDO, FL 32801

FROM CONTRACTOR:

Tucker Paving, Inc.

3545 Lake Alfred Road

Winter Haven, FL 33831

VIA ARCHITECT:

[Handwritten Signature]

APPLICATION NO: **RETAINAGE**

PERIOD TO: **9/30/2019**

CONTRACT FOR:

CONTRACT DATE: **19-761**

PROJECT NOS:

Distribution to:

☐ OWNER

☐ ARCHITECT

☐ CONTRACTOR

☐ FIELD

☐ OTHER

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract, AIA Document G703™, Confirmation Sheet, is attached.

1. ORIGINAL CONTRACT SUM \$ 4,363,189.37

2. NET CHANGE BY CHANGE ORDERS \$ -684,088.28

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 3,679,101.09

4. TOTAL COMPLETED & STORED TO DATE (Column G on G703) \$ 2,391,741.33

5. RETAINAGE:

a. 59,793.62 % of Completed Work

(Column D + E on G703)

b. 59,793.62 % of Stored Material

(Column F on G703)

Total Retainage (Lines 5a + 5b, or Total in Column I of G703) \$ 59,793.62

6. TOTAL EARNED LESS RETAINAGE \$ 2,331,947.21

(Line 4 minus Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT \$ 2,272,154.08

(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE \$ 59,793.62

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 1,447,152.38

(Line 3 minus Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 87,472.03	\$ -6,237.37
Total approved this month	\$ -77,260.51	\$ -
TOTAL	\$ -89,788.28	\$ -
NET CHANGES by Change Order	\$	\$

CAUTION: You should sign an original AIA Contract Document on which this text appears in RED. An original assures that changes will not be obscured.

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The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment is being made.

CONTRACTOR:

By: *[Handwritten Signature]*

State of Florida

County of Polk

Subscribed and sworn to before

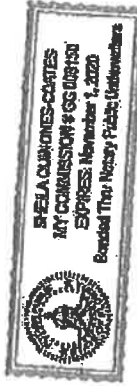
me this

day of Oct 19

Notary Public: De

My commission expires: 11/1/2020

Date: 10/2/19



ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 59,793.62

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Confirmation Sheet that are changed to conform with the amount certified.)

ARCHITECT: Engineer

By: Woot

Date: 10-4-19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Insurance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



AIA Document G703™ - 1992

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition,

containing Contractor's signed certification is attached

In tabulations below, amounts are in US dollars

Use Column I on Contracts where variable retainage for line items may apply

RETAINAGE

APPLICATION NO: 9/30/2019

APPLICATION DATE: 9/30/2019

PERIOD TO: 19-761

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G		H BALANCE TO FINISH (C-G)	I RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G-C)		
1	SWPPP MONITORING	5,179.28	3,825.51			3,825.51	70.00	1,553.77	89.84
3	MOBILIZATION	16,778.14	16,778.14			16,778.14	100.00		419.46
4	PAYMENT AND PERFORMANC	56,479.21	56,479.21			56,479.21	100.00		1,411.98
5	MAINT OF TRAFFIC	1,245.83	373.74			373.74	30.00	872.09	9.34
6	TEM CONSTRUCTION ENTRA	2,572.93	2,572.93			2,572.93	100.00		84.33
7	TYPE III SILT FENCE	12,266.10	12,266.10			12,266.10	100.00		306.86
8	5' CONCRETE SIDEWALK	21,232.22	14,518.75			14,518.75	68.38	6,713.47	362.97
9	ADA HANDICAP RAMP	16,180.00						16,180.00	
10	WELL ABANDONMENT	13,981.25						13,981.25	
11	MODULAR BLOCK RETAINING	127,487.24	127,487.24			127,487.24	100.00		3,187.18
12	CONSTRUCTION LAYOUT	41,154.32	34,981.17			34,981.17	85.00	6,173.15	874.53
13	CONSTRUCTION AS BUILTS	24,853.57	16,154.83			16,154.83	65.00	8,698.74	403.87
14	GEOTECH	72,788.95	43,673.98			43,673.98	60.00	29,115.97	1,091.85
15	EARTHWORK								
16	SITE CLEARING	30,564.78	30,564.78			30,564.78	100.00		764.12
17	DISC SITE FOR NEW CONST	16,377.74	16,377.74			16,377.74	100.00		409.44
18	SITE GRADING	267,594.77	267,594.77			267,594.77	100.00		6,688.87
19	BAHIA SOD 2' BOC	10,246.23						10,246.23	
20	BAHIA SOD POND SIDE SLOP	46,067.87	46,067.87			46,067.87	10.00	41,461.08	115.17
21	BAHIA SOD MIS	277.00						277.00	
22	SEED & MULCH POND BOTTC	6,158.25						6,158.25	
23	SEED & MULCH 9' BOC	10,486.35						10,486.35	
24	SEED & MULCH LOTS	76,429.50						76,429.50	
25	FINAL GRADING	71,770.05						71,770.05	
26	PAVING								
GRAND TOTAL									

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10/19/02/004

AIA Document G703™ - 1992

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached
In tabulations below, amounts are in US dollars
Use Column I on Contracts where variable retainage for line items may apply

RETAINAGE									
APPLICATION NO: 9/30/2019									
APPLICATION DATE: 9/30/2019									
PERIOD TO: 19-761									
ARCHITECT'S PROJECT NO:									
A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (if variable rate)
			FROM PREVIOUS APPLICATION (D ÷ E)	THIS PERIOD					
27	SAWCUT & MATCH EXISTING	629.91						629.91	
28	1.5" SOUTH 12 5 ASPHALT	241,164.72						241,164.72	6,707.32
29	6" CRUSHED CONCRETE BASE	268,282.84	268,282.84			268,282.84	100.00		3,461.17
30	10" STABILIZED SUBGRADE	138,446.82	138,446.82			138,446.82	100.00		
31	TYPE F CURB	7,489.52							
32	TYPE D CURB	4,690.44						7,499.52	
33	MIAMI CURB	193,956.36						4,690.44	
34	VALLEY CURB & GUTTER	12,487.64	176,976.24			176,976.24	91.25	18,980.12	4,424.41
35	STRIPING & SIGNS	22,363.73						12,487.64	
36	STORM SYSTEM							22,363.73	
37	18" HP N12 STORM PIPE W/T	112,497.60	112,497.60			112,497.60	100.00		2,812.44
38	24" HP N12 STORM PIPE W/T	58,843.20	58,843.20			58,843.20	100.00		1,471.08
39	30" HP N12 STORM PIPE W/T	20,721.36	20,721.36			20,721.36	100.00		518.04
40	18" HDPE STORM PIPE W TYF	47,325.39	47,325.39			47,325.39	100.00		1,183.14
41	24" HDPE STORM PIPE W TYF	29,625.05	29,625.05			29,625.05	100.00		740.53
42	30" HDPE STORM PIPE W TYF	3,444.63	3,444.63			3,444.63	100.00		86.12
43	TYPE P5 CURB INLET	97,016.70	97,016.70			97,016.70	100.00		2,425.42
44	TYPE P6 CURB INLET	26,881.68	26,881.68			26,881.68	100.00		672.04
45	TYPE V INLET	6,424.74	6,424.74			6,424.74	100.00		160.62
46	TYPE P STORM MANHOLE	9,922.04	9,922.04			9,922.04	100.00		248.06
47	TYPE C INLET	4,845.51	4,845.51			4,845.51	100.00		121.14
48	TYPE D INLET	8,757.87	8,757.87			8,757.87	100.00		218.95
49	CONCRETE WEIR W SKIMMER	11,831.17						11,831.17	
50	18" HDPE MES	5,942.79	5,942.79			5,942.79	100.00		148.57
51	24" HDPE MES	2,455.89	2,455.89			2,455.89	100.00		61.40
	GRAND TOTAL								

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AIA Document G703™ - 1992

Continuation Sheet

AIA Document G702™-1992, Application and Certificate for Payment, or G732™-2009, Application and Certificate for Payment, Construction Manager as Adviser Edition, containing Contractor's signed certification is attached
In tabulations below, amounts are in US dollars
Use Column 1 on Contracts where variable retainage for line items may apply

RETAINAGE									
APPLICATION NO: 9/30/2019									
APPLICATION DATE: 9/30/2019									
PERIOD TO: 19-761									
ARCHITECT'S PROJECT NO:									
A	B	C	D	E	F	G	H	I	
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Not in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G - C)	BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D ÷ E)	THIS PERIOD					
52	30" HDPE MES	1,023.94	1,023.94			1,023.94	100.00		-25.60
53	RIP RAP AREA	8,648.53	8,648.53			8,648.53	100.00	36,432.77	216.22
54	LIGHT CLEAN & VIDEO	38,432.77							
55	SANITARY SYSTEM								
56	8" SDR 26 PIPE W TYPE	181,995.72	176,619.00			176,619.00	97.05	5,378.72	4,415.47
57	OPEN CUT & REPAIR	5,201.25						5,201.25	
58	4" SANITARY MANHOLE 0-6	28,894.41	28,894.41			28,894.41	100.00		722.36
59	4" SANITARY MANHOLE 6-8	39,981.57	39,981.57			39,981.57	100.00		998.04
60	4" SANITARY MANHOLE 8-10	16,856.68	16,856.68			16,856.68	100.00		421.42
61	4" SANITARY MANHOLE 10-12	18,166.28	16,274.80			16,274.80	89.59	1,891.48	408.95
62	SINGLE SANITARY SERVICE	24,779.30	24,779.30			24,779.30	100.00		619.49
63	DOUBLE SANITARY SERVICE	122,704.89	122,704.89			122,704.89	100.00		3,067.62
64	TV & AIR TESTING	38,389.70						38,389.70	
65	LIFT STATION 1	247,200.69	163,152.46			163,152.46	66.00	84,048.23	4,078.81
66	LIFT STATION 2	232,051.41	146,192.38			146,192.38	63.00	85,859.03	3,654.81
67	4" DIRECTIONAL BORE	3,933.30						3,933.30	
68	4" DR 18 FORCEMAIN GREEN	7,928.70	7,410.00			7,410.00	93.48	518.70	185.25
69	4" MJ BEND	2,569.65	2,569.65			2,569.65	100.00		64.24
70	8"x4" CUT IN WHY W GATE V#	3,497.57						3,497.57	
71	6" DR 18 FORCEMAIN GREEN	38,949.72	38,010.72			38,010.72	97.59	939.00	950.27
72	6" MJ BEND	11,070.40	11,070.40			11,070.40	100.00		276.76
73	4" MJ CHECK VALVE W BOX T.	3,699.58						3,699.58	
74	6" MJ CHECK VALVE W BOX TA	4,763.65						4,763.65	
75	6" LATERAL CONNECTION	87.49						87.49	
76	PRESSURE TESTING	4,199.42						4,199.42	
GRAND TOTAL									

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AIA Document G703™ - 1992

Continuation Sheet

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In tabulations below, amounts are in US dollars
Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: REFERENCE
9/30/2019
APPLICATION DATE: 9/30/2019
PERIOD TO: 19-761
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (G-G)	I RETAINAGE (If variable rate)
			PROMPREVIOUS APPLICATION (D + E)	THIS PERIOD				
77	WATER SYSTEM							
78	8" LATERAL CONNECT TO EXI	587.70					587.70	
79	18"X18" WET TAP W VALVE BC	5,861.66					5,861.66	
80	6" DR18 PIPE	6,576.28	6,576.28			6,576.28		184.40
81	8" DR18 PIPE	218,616.75	208,716.75			208,716.75		5,217.92
82	OPEN CUT & REPAIR FOR WA	5,201.25						
83	8" MJ GATE VALVE W BOX TA	32,659.80	29,573.82			29,573.82		739.34
84	6" MJ GATE VALVE W BOX TA	1,171.06	1,171.06			1,171.05		29.27
85	8" MJ BEND	13,083.92	11,691.00			11,691.00		292.27
86	8" MJ TEE	5,948.02	5,198.24			5,198.24		129.95
87	8"X6" MJ REDUCER	323.84	323.84			323.84		8.08
88	8" X 6" MJ HYDRANT TEE	7,508.00	7,508.00			7,508.00		187.65
89	6" MJ BEND	880.94	880.94			880.94		22.27
90	FIRE HYDRANT ASSEMBLY	45,197.10	45,197.10			45,197.10		1,128.93
91	SINGLE SHORT WATER	23,622.61	23,622.61			23,622.61		580.58
92	SINGLE LONG WATER SERV	18,001.13	18,001.13			18,001.13		450.02
93	DOUBLE SHORT WATER SER	96,779.13	96,779.13			96,779.13		2,419.47
94	DOUBLE LONG WATER SERV	119,181.98	119,181.98			119,181.98		2,978.66
95	HYDRO GUARD BLOW OFF A	20,578.85	13,717.90			13,717.90		342.95
96	1" IRRIGATION SERVICE	5,209.70	3,125.82			3,125.82		78.14
97	SAMPLE POINT	8,137.26	8,137.26			8,137.26		203.43
98	POLY PIG WATER MAIN	5,774.20	5,774.20			5,774.20		144.35
99	TESTING BACTEES	12,948.54					12,948.54	
100	OFFSITE							
101	SAWCUT EXISTING ASPHALT	673.66					673.66	
	GRAND TOTAL							

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RETAINAGE
APPLICATION NO: 9/30/2019
APPLICATION DATE: 9/30/2019
PERIOD TO: 19-761
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (Not in D or E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	H BALANCE TO FINISH (G-C)	I RETAINAGE (If variable rate)
			PROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
102	1" SP9 ASPHALT OVERLAY	35,346.00					35,346.00	
103	1.5" SP 12.5 ASPHALT WIDENI	23,918.16					23,918.16	
104	8" CRUSHED CONCRETE BAS	28,825.44					28,825.44	
105	10" STABILIZED SUBGRADE	17,001.60					17,001.60	
106	8" STABILIZED SHOULDER	10,369.40					10,369.40	
107	5" CONCRETE SIDEWALK OFI	44,253.15					44,253.15	
108	TYPE F CURB	9,257.22					9,257.22	
109	ADA HANDICAP RAMP	2,020.00					2,020.00	
110	BAHIA SOD @ ROW	8,582.54					8,582.54	
111	STRIPING & SIGNS	18,105.03					18,105.03	
112	CUT & GRADE RD WIDENING	5,039.30					5,039.30	
113	MOT @ ROAD WIDENING	18,282.34					18,282.34	
114	MOBILIZATION	419.84					419.84	
115	OFFSITE							
116	SAWCUT EXISTING ASPHALT	673.66					673.66	
117	1" SP 5 ASPHALT OVERLAY	23,854.44					23,854.44	
118	1.5 SP 12.5 ASPHALT WIDENI	13,098.04					13,098.04	
119	8" CRUSHED CONCRETE BAS	15,785.36					15,785.36	
120	10" STABILIZED SUBGRADE	9,310.40					9,310.40	
121	8" STABILIZED SHOULDER	4,311.88					4,311.88	
122	5" CONCRETE SIDEWALK OFI	5,877.19					5,877.19	
123	TYPE F CURB	5,898.06					5,898.06	
124	ADA HANDICAP RAMP	2,020.32					2,020.32	
125	BAHIA SOD @ ROW DISTURB	2,404.36					2,404.36	
126	STRIPING & SIGNS	13,245.67					13,245.67	
GRAND TOTAL								

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Document G703™ - 1992

Continuation Sheet

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Use Column I on Contracts where variable retainage for line items may apply

APPLICATION NO: 9/30/2019									
APPLICATION DATE: 9/30/2019									
PERIOD TO: 19-761									
ARCHITECT'S PROJECT NO:									
A	B	C	D	E	F	G	H	I	
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (Net in D or E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G - C)	BALANCE TO FINISH (C - G)	RETAINAGE (If variable rate)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
127	CUT & GRADE ROAD	3,778.48						3,778.48	
128	MOT @ RD WIDENING	18,232.48						18,232.48	
129	MOBILIZATION	419.94						419.94	
130	CO 1 IFC PLAN REV	27,021.21	27,021.21			27,021.21	100.00		875.53
131	CO 2 IFC PLAN REV 5/9/19	20,143.39	20,143.39			20,143.39	100.00		503.59
132	CO 3 FERGUSON DPO	-594,007.28	-594,007.28			-594,007.28	100.00		-14,850.18
133	CO 4 MACK CONCRETE DPO	-149,023.18	-149,023.18			-149,023.18	100.00		-3,725.58
134	CO 5 TREE CLEARING AFTER	-20,954.98	-20,954.98			-20,954.98	100.00		-523.87
135	CO 6 RETAINING WALL RFI GF	12,904.23	12,904.23			12,904.23	100.00		322.60
136	CO 7 MACK CONCRETE DPO	-1,337.50	-1,337.50			-1,337.50	100.00		-33.44
137	CO 8 ELECTRICAL CROSSING	27,403.20	27,403.20			27,403.20	100.00		685.08
138	CO 9 COUNTY OFFSITE APP F								
139	CO 10 FERGUSON DPO CLOS	-6,237.37	-6,237.37			-6,237.37	100.00		-155.94
Totals		3,679,100.09	2,391,741.33			2,391,741.33	66.01	1,287,358.76	59,793.62
GRAND TOTAL									

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FORMS OF REQUISITIONS

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019 (Acquisition and Construction)

The undersigned, a Responsible Officer of the Highland Meadows West Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2019 as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2019 (collectively, the "Series 2019 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2019 Indenture):

- (A) Requisition Number: 37
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to applicable Acquisition Agreement: HMD West, LLC
- (D) Amount Payable: \$3,000.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice: 277 – Construction Management 09/16/19 to 09/30/19
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:
Series 2019 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with:
the Costs of the Series 2019 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]
Responsible Officer

Date: 10/14/19

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that (a) the portion of the Project is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

[Signature]
Consulting Engineer

Date: 10-12-19

HMD West

Reg 37

\$3000.00

Date: 10/01/19

Invoice #: 277

[illegible]

Make all checks payable to HMD West, LLC
Thank you for your business!

FORMS OF REQUISITIONS

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019 (Acquisition and Construction)

The undersigned, a Responsible Officer of the Highland Meadows West Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2019 as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2019 (collectively, the "Series 2019 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2019 Indenture):

- (A) Requisition Number: 38
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to applicable Acquisition Agreement: Wood & Associates Engineering, LLC
- (D) Amount Payable: \$10,295.75
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoices: 36, 78, 141, 407, 199, 291, 385, 384 & 340- Review Fee, Publication Fee & Engineering Billing
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:
Series 2019 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with:
the Costs of the Series 2019 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT

By: 

Responsible Officer

Date: 10/16/19

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that (a) the portion of the Project is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.


Consulting Engineer

Date: 10-16-19

Wood & Associates

Reg 34

\$ 10,295.75



Invoice

Date	Invoice #
2/4/2019	36

1925 Bartow Road Suite 100
Lakeland, FL 33801

Bill To
Remmie Heath Highland Meadows West CDD 346 East Central Avenue Winter Haven, FL 33880

Quantity	Description	Rate	Amount
0.5	Principal Engineer 1-22-19 Review Requisitions	125.00	62.50
<div>PAST DUE</div>			
		Total	\$62.50

SEP 23 2019

Highland Meadows West CDD
Billing 12-24-18 thru 1-27-19

Please make checks payable to Wood & Associates Engineering, LLC.



Invoice

Date	Invoice #
3/4/2019	78

1925 Barlow Road Suite 100
Lakeland, FL 33801

Bill To Reanie Heath Highland Meadows West CDD 346 East Central Avenue Winter Haven, FL 33880
--

Quantity	Description	Rate	Amount
1	Administrative Assistant 1-29-19 ✕ ✕	60.00	60.00
2	Principal Engineer 1-31-19 ✕ ✕	125.00	250.00
1	Administrative Assistant 1-31-19 ✕ ✕	60.00	60.00
1.5	Professional Engineer 1-31-19 ✕ ✕	100.00	150.00
0.5	Principal Engineer 2-1-19 ✕ ✕	125.00	62.50
1	Administrative Assistant 2-1-19 ✕ ✕	60.00	60.00
1	Professional Engineer 2-1-19 ✕ ✕	100.00	100.00
0.5	Professional Engineer 2-4-19 ✕ ✕	100.00	50.00
0.5	Professional Engineer 2-11-19 ✕ ✕	100.00	50.00
0.5	Professional Engineer 2-12-19 ✕ ✕	100.00	50.00
<div style="text-align: center;"> <h2>PAST DUE</h2> <p>✕ ✕ Preparation of bid package for bidding.</p> </div>			
SEP 23 2019			Total \$892.50

Highland Meadows West CDD
Billing 1-28-19 thru 2-24-19

Please make checks payable to Wood & Associates Engineering, LLC.



Invoice

Date	Invoice #
4/7/2019	141

1925 Bartow Road Suite 100
Lakeland, FL 33801

Bill To
Rennie Heath Highland Meadows West CDD 346 East Central Avenue Winter Haven, FL 33880

Quantity	Description	Rate	Amount
1	Principal Engineer 3-27-19 Supplemental Engineer's Report	125.00	125.00
3.5	Design Engineer 3-27-19 Supplemental Engineer's Report	90.00	315.00
0.5	Administrative Assistant 3-27-19 Supplemental Engineer's Report	60.00	30.00
1.5	Administrative Assistant 3-28-19 Supplemental Engineer's Report	60.00	90.00
0.5	Design Engineer 3-29-19 Supplemental Engineer's Report	90.00	45.00
0.5	Administrative Assistant 3-29-19 Supplemental Engineer's Report	60.00	30.00
2	Principal Engineer 4-3-19 Supplemental Engineer's Report	125.00	250.00
1.5	Principal Engineer 4-4-19 Supplemental Engineer's Report	125.00	187.50
1	Principal Engineer 4-5-19 Supplemental Engineer's Report	125.00	125.00
		Total	\$1,197.50

Highland Meadows West CDD
Billing 3-4-19 thru 4-5-19

Please make checks payable to Wood & Associates Engineering, LLC



Invoice

Date	Invoice #
9/25/2019	407

1925 Bartow Road Suite 100
Lakeland, FL 33801

Bill To
Rennie Heath Highland Meadows West CDD 346 East Central Avenue Winter Haven, FL 33880

Quantity	Description	Rate	Amount
2	Principal Engineer 3-4-19 Bids	125.00	250.00
1.5	Professional Engineer 3-4-19 Bids	100.00	150.00
4	Principal Engineer 3-13-19 Bids	125.00	500.00
1	Principal Engineer 3-25-19 Engineer's Report	125.00	125.00
2	Principal Engineer 3-12-19 Engineer's Report	125.00	250.00
		Total	\$1,275.00

Highland Meadows West CDD
Billing 3-4-19 thru 4-5-19

Please make checks payable to Wood & Associates Engineering, LLC



Invoice

Date	Invoice #
4/28/2019	199

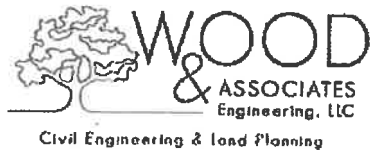
1925 Bartow Road Suite 100
Lakeland, FL 33801

Bill To
Rennie Heath Highland Meadows West CDD 346 East Central Avenue Winter Haven, FL 33880

Quantity	Description	Rate	Amount
1	Administrative Assistant 4-5-19 Engineer's Report	60.00	60.00
1	Principal Engineer 4-8-19 Engineer's Report	125.00	125.00
1	Administrative Assistant 4-8-19 Engineer's Report	60.00	60.00
0.5	Administrative Assistant 4-9-19 Engineer's Report	60.00	30.00
0.5	Administrative Assistant 4-10-19 Engineer's Report	60.00	30.00
0.5	Principal Engineer 4-16-19 Engineer's Report	125.00	62.50
0.5	Administrative Assistant 4-26-19 Engineer's Report	60.00	30.00
		Total	\$397.50

Highland Meadows West CDD
Billing 4-1-19 thru 4-28-19

Please make checks payable to Wood & Associates Engineering, LLC



Invoice

Date	Invoice #
7/16/2019	291

1925 Bartow Road Suite 100
Lakeland, FL 33801

Bill To
Lauren Schwenk Cassidy Holdings, LLC 346 East Central Avenue Winter Haven, FL 33880

Quantity	Description	Rate	Amount
	Lump Sum Fee = \$199,000.00 % Complete = 84.56% Earned To Date = \$168,280.00 Prior Invoices = \$162,750.00 TOTAL DUE THIS INVOICE	5,530.00	5,530.00
		Total	\$5,530.00

Highland Meadows West Contract
Billing 4-29-19 thru 7-7-19

Please make checks payable to Wood & Associates Engineering, LLC



Invoice

Date	Invoice #
9/14/2019	384

1925 Bartow Road Suite 100
Lakeland, FL 33801

Bill To
Rennie Heath Highland Meadows West CDD 346 East Central Avenue Winter Haven, FL 33880

Quantity	Description	Rate	Amount
0.5	Principal Engineer 7-8-19 Requisition Review	125.00	62.50
0.25	Principal Engineer 7-10-19 Requisition Review	125.00	31.25
0.5	Principal Engineer 7-19-19 Requisition Review	125.00	62.50
0.25	Principal Engineer 8-9-19 Requisition Review	125.00	31.25
0.5	Principal Engineer 9-3-19 Requisition Review	125.00	62.50
0.5	Principal Engineer 9-6-19 Requisition Review	125.00	62.50
0.5	Principal Engineer 9-7-18 Requisition Review	125.00	62.50
	Construction Account		
		Total	\$375.00

Highland Meadows West CDD
Billing 7-8-19 thru 9-7-19

Please make checks payable to Wood & Associates Engineering LLC



Invoice

Date	Invoice #
8/20/2019	340

1925 Bartow Road Suite 100
Lakeland, FL 33801

Bill To Highland Meadows West CDD
Lauren Schwenk Cassidy Holdings, LLC 346 East Central Avenue Winter Haven, FL 33880

Ph 1+2

SEP 12 2019

Quantity	Description	Rate	Amount
1	Out of Pocket Expense - Orchid Terrace Waiver Review Fee <i>RX</i> Job / Cost Code <u>1202</u> GL Number _____ Approved By _____ Posted By _____	100.75	100.75
		Total	\$100.75

Billing 8-21-19 Orchid Terrace Waiver for County Driveway

Please make checks payable to Wood & Associates Engineering, LLC

Orchid Terrace Waiver**Payment Receipt**

Your payment has been accepted

Confirmation #	558279966
Payment Type	Land Development Project
Account #	120447
Status	ACCEPTED
Payment Date	Aug 20, 2019 – 4:03:53 PM
Payment Method	Checking Account *****1308
Payment Amount	\$100.00
Service Fee	\$0.75
Total Amount Charged	\$100.75

FORMS OF REQUISITIONS

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019 (Acquisition and Construction)

The undersigned, a Responsible Officer of the Highland Meadows West Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2019 as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2019 (collectively, the "Series 2019 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2019 Indenture):

- (A) Requisition Number: 39
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to applicable Acquisition Agreement: Wood & Associates Engineering, LLC
- (D) Amount Payable: \$2,910.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice: 416 – Plat Review Fee Orchid Terrace Phase 1
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:
Series 2019 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with:
the Costs of the Series 2019 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT

By: 
Responsible Officer

Date: 10/28/19

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that (a) the portion of the Project is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.


Consulting Engineer

Date: 10-27-19

Word & Associates

Reg 39

\$2,910.00



Invoice

Date	Invoice #
10/7/2019	416

1925 Bartow Road Suite 100
Lakeland, FL 33801

Bill To
Ronnie Heath Highland Meadows West CDD 346 East Central Avenue Winter Haven, FL 33880
Sent Via Email to Patrick

Quantity	Description	Rate	Amount
1	Out of Pocket Expense Plat Review Fee Orchid Terrace Phase I	2,910.00	2,910.00
		Total	\$2,910.00

Highland Meadows West Orchid Terrace Phase 1 Plat Review Fee
Billing 10-7-19

Please make checks payable to Wood & Associates Engineering, LLC.

FORMS OF REQUISITIONS

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019 (Acquisition and Construction)

The undersigned, a Responsible Officer of the Highland Meadows West Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture by and between the District and U.S. Bank National Association, as trustee (the "Trustee"), dated as of April 1, 2019 as supplemented by that certain First Supplemental Trust Indenture dated as of April 1, 2019 (collectively, the "Series 2019 Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Series 2019 Indenture):

- (A) Requisition Number: 40
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to applicable Acquisition Agreement: HMD West, LLC
- (D) Amount Payable: \$3,000.00
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice: 291 – Construction Management 10/01/19 to 10/15/19
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:
Series 2019 Acquisition and Construction Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:
Series 2019 Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with:
the Costs of the Series 2019 Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) or applicable contracts from the vendor of the property acquired or the services rendered, as well as applicable conveyance instruments (e.g. deed(s), bill(s) of sale, easement(s), etc.) with respect to which disbursement is hereby requested.

HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT

By 
Responsible Officer

Date: 10/28/19

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]**

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that (a) the portion of the Project is complete, and (b) the purchase price to be paid by the District for the portion of the Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.


Consulting Engineer

Date: 10-27-19

~~HMD~~

HMD West LLC

Reg 40

3000.00

Invoice

Date: 10/16/19

Bill To:
Highland Meadows West CDD
Attn: Jill Burns
135 West Central Blvd Ste 320
Orlando, FL 32801

[illegible]

Make all checks payable to HMD West, LLC
Thank you for your business!