

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

Agenda

October 17, 2019

AGENDA

Highland Meadows West Community Development District

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

October 10, 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 **Thursday, October 17, 2019 at 10:15 AM at 346 E Central Ave., Winter Haven, Florida 33880**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Approval of Minutes of the September 11, 2019 Board Meeting
4. Consideration of Proposals to Perform 2019 Arbitrage Rebate Services
 - A. Grau & Associates
 - B. American Municipal Tax-Exempt Compliance
5. Consideration of Quote from Pro Playgrounds
6. Consideration of Financing Agreement from Navitas Credit
7. 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 Requisitions #22-#35
8. Other Business
9. Supervisors Requests and Audience Comments
10. 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.

¹ Comments will be limited to three (3) minutes

The third order of business is the approval of the minutes of the September 11, 2019 Board of Supervisors meeting. A copy of the minutes are enclosed for your review.

The fourth order of business is Consideration of Proposals to Perform 2019 Arbitrage Rebate Services. Proposals are included from Grau & Associates and American Municipal Tax-Exempt Compliance.

The fifth order of business is Consideration of Quote from Pro Playgrounds for purchase and installation of a play structure. A copy of the quote is included for your review.

The sixth order of business is Consideration of Financing Agreement from Navitas Credit. This agreement included for your review.

The seventh order of business is Staff Reports. Section C is the District Manager's Report. Sub-Section 1 includes the approval of the check registers. Sub-Section 2 includes the balance sheet and income statement for review. Sub-Section 3 includes a summary of requisitions #22 through #35 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, **September 11, 2019** at 3:00 p.m. at 346 E Central Ave, Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath
Lauren Schwenk
Andrew Rhinehart
Patrick Marone

Chairman
Vice Chair
Assistant Secretary
Assistant Secretary

Also, present were:

Jill Burns
Roy Van Wyk

District Manager, GMS
Hopping Green & Sams

The following is a summary of the discussions and actions taken at the September 11, 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 July 10, 2019
Board Meeting**

Ms. Burns presented the July 10, 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. Heath, with all in favor, the Minutes of the July 10, 2019 Board Meeting, were approved.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2019-12
Setting the Public Hearing to Adopt the
Restated and Amended Rules of
Procedure for Highland Meadows West
Community Development District**

Ms. Burns presented Resolution 2019-12 that sets the public hearing to adopt to restated and amended Rules of Procedure. She suggested November 13th at 3:00 p.m. at the current location. The board agreed.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, Resolution 2019-12 Setting the Public Hearing to Adopt the Restated and Amended Rules of Procedure for Highland Meadows West Community Development District for November 13, 2019 at 3:00 p.m., was approved.

FIFTH ORDER OF BUSINESS

**Consideration of Authorization to Issue
RFP for Phases 2 & 3 Construction &
Approval of Evaluation Criteria**

Ms. Burns noted the evaluation criteria listed is the standard form they've used. A project manual would be available beginning September 16th at 8:00 a.m. Questions would be due September 27th and the bids would be 30 days after the Project Manual is released, October 16th at 3:00 p.m. Mr. Heath asked how much of the bond validation amount has been used to date. Ms. Burns noted the District validated \$12 million and the board issued \$6.3 million in the first bond issuance. Mr. Heath noted they had about \$5.7 million left. The board discussed Dennis's cost estimate for the boundary expansion.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Authorization to Issue RFP for Phases 2 & 3 Construction & Approval of Evaluation Criteria, was approved.

SIXTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Van Wyk had nothing further to report.

B. Engineer

There being none, the next item followed.

C. District Manager's Report

i. Approval of Check Register

Ms. Burns noted the total amount of the check register was \$663.67.

On MOTION by Mr. Heath seconded by Mr. Rhinehart, with all in favor, the Check Register totaling \$663.67, was approved.

ii. Balance Sheet and Income Statement

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

iii. Ratification of Requisitions #9 - #21

Ms. Burns asked for ratification of requisitions #9 through #21.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, Requisitions #9 - #21, were ratified.

SEVENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

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

NINTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

August 30, 2019

Board of Supervisors
Highland Meadows West Community Development District
135 W. Central Blvd, Suite 320
Orlando, FL 32801

We appreciate the opportunity to offer our services to Highland Meadows West Community Development District (the "Issuer"). This letter confirms our engagement to provide arbitrage rebate services, with respect to the \$6,385,000 Special Assessment Bonds, Series 2019 (the "Bond").

The procedures that we will perform are as follows:

- Assist in the determination of the amount, if any, of required rebate to the United States government.
- Issuance of a report representing the cumulative results since the issuance date of the Bond based on information provided by the Issuer and/or Trustee.

In assisting in the determination of the amount of any potential required rebate, we will not verify or otherwise audit the accuracy of information provided to us by you or the Trustee, and accordingly, we express no opinion on such information. Furthermore, the performance of the above-mentioned procedures will not constitute an audit made in accordance with generally accepted auditing standards, the objective of which is the expression of an opinion on the elements, accounts, or items of a financial statement. Therefore, Grau & Associates ("Grau") will not be in a position to express, and will not express an opinion, or any other form of assurance, as a result of performing these procedures.

The procedures that Grau has been requested to perform are solely the responsibility of the Issuer. Furthermore, Grau has no responsibility to advise the Issuer of other procedures that might be performed and makes no representations as to the sufficiency of such procedures for the purposes of the Issuer.

Grau's responsibility is limited to performing the procedures specified and agreed to, and to reporting the resulting findings, subject to the limitations contained herein, and our engagement cannot be relied on to disclose errors or irregularities should they exist. Grau has no responsibility for updating the procedures performed or for performing any additional procedures.

Since tax law is not always clear, we will use our professional judgment in resolving questions affecting the arbitrage rebate calculations. Any of your Bond issues may be selected for review by the Internal Revenue Service ("IRS"), which may not agree with our positions. Any proposed adjustments are subject to certain rights of appeal. Due to the lack of clarity in the tax law, we cannot provide assurance that the positions asserted by the IRS may not ultimately be sustained. You have the ultimate responsibility for your compliance with arbitrage rebate laws; therefore, you should review the calculations carefully.

The Issuer shall provide accurate and complete information requested by Grau. Grau has no responsibility for the accuracy or completeness of the information provided by, or on behalf of, the Issuer, even if Grau had reason to know or should have known of such inaccuracy or incompleteness.

Should Grau determine that significant restrictions are being placed on the performance of the above-mentioned procedures by the Issuer, Grau shall be entitled to withdraw from this engagement.

Any report issued by Grau will not be used by, or circulated, quoted, disclosed or distributed to, nor will reference to such reports be made to anyone who is not a member of management or of the Board of Directors of the Issuer.

Limitation on Liability

The Issuer agrees that Grau, its partners, principals, and employees shall not be liable to the Issuer for any actions, losses, damages, claims, liabilities, costs, or expenses in any way arising out of or relating to this engagement for an aggregate amount in excess of the fees paid by the Issuer to Grau for the services performed pursuant to this engagement. In no event shall Grau, its partners, principals, or employees be liable for consequential, special, indirect, incidental, punitive or exemplary loss, damage, cost, or expense (including without limitation, lost profits and opportunity costs).

The Issuer also agrees to indemnify and hold harmless Grau, its partners, principals, and employee from and against any and all actions, losses, damages, claims, liabilities, costs, and expenses (including, without limitation, reasonable legal fees and expenses) brought against, paid, or incurred by any of them at any time, in any way arising out of or relating to a breach or an alleged breach by the Issuer of any provision of this engagement letter, including, without limitation, the restrictions on report use and distribution.

The limitation on liability and indemnification provisions of this engagement letter shall apply regardless of the form of action, loss, damage, claim, liability, cost, or expense, whether in contract, statute, tort (including, without limitation, negligence), or otherwise. The agreements and undertakings of the Issuer contained in this engagement letter, including, without limitation, those pertaining to restrictions on report use and distribution, limitation on liability, and indemnification, shall survive the completion of termination of this engagement.

Our fee for performing the annual rebate calculations will be \$600. We will discuss with you whether a fee adjustment is appropriate on rebate calculations for future periods. Furthermore, you may request additional consulting services from us upon occasion and we will bill you for these services at our standard hourly rates unless otherwise agreed.

You understand that the arbitrage rebate services and report described above are solely to assist you in meeting your requirements for federal income tax compliance purposes.

If the above terms are acceptable to you, and the services outlined are in accordance with your understanding, please sign both engagement letters in the space provided and return one original to us.

Very truly yours,



Antonio Grau

Accepted and agreed to by Highland Meadows West Community Development District:

Signature: _____

Title: _____

Date: _____

SECTION B

**Arbitrage Rebate Computation
Proposal For
Highland Meadows West
Community Development District
(Haines City, Florida)
\$6,385,000 Special Assessment Bonds,
Series 2019**





AMTEC

American Municipal Tax-Exempt Compliance

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

www.amteccorp.com

September 11, 2019

Ms. Katie Costa
Government Management Services – CF, LLC
9145 Narcoossee Road
Suite A206
Orlando, FL 32827

Re: \$6,385,000 Highland Meadows West Community Development District (Haines City, Florida),
Special Assessment Bonds, Series 2019

Dear Ms. Costa:

AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above-referenced Highland Meadows West Community Development District (the "District") Series 2019 bond issue (the "Bonds"). We do not sell investments or seek an underwriting role. As a result of our specialization, we offer very competitive pricing for rebate computations. Our typical fee averages less than \$1,000 per year, per issue and includes up to five years of annual rebate liability reporting.

Firm History

AMTEC was incorporated in 1990 and maintains a prominent client base of colleges and universities, school districts, hospitals, cities, state agencies and small-town bond issuers throughout the United States. We currently compute rebate for more than 6,100 bond issues and have delivered thousands of rebate reports. The IRS has never challenged our findings.

Southeast Client Base

We provide arbitrage rebate services to over 400 bond issues aggregating more than \$10 billion of tax-exempt debt in the southeastern United States. We have recently performed computations for the Magnolia West, East Park, Palm Coast Park and Town Center at Palm Coast Park Community Development Districts. Additionally, we are exclusive rebate consultant to the Town of Palm Beach and Broward County in Florida. Nationally, we are rebate consultants for the City of Tulsa (OK), the City of Corpus Christi (TX) and the States of Connecticut, New Jersey, Montana, Mississippi, West Virginia and Alaska.

We have prepared a Proposal for the computation of arbitrage for the District's Bonds. We have established a "bond year end" of April 25th, based upon the anniversary of the closing date of the Bonds in April 2019.

Proposal

We are proposing rebate computation services based on the following:

- \$6,385,000 Series 2019 Bonds;
- Fixed Rate Issue; and
- Acquisition and Construction, Debt Service Reserve, Capitalized Interest, Cost of Issuance & Debt Service Accounts.

Should the Tax Agreement require rebate computations for any other accounts, computations will be extended to include those accounts at no additional cost to the District.

Our guaranteed fee for rebate computations for the Bonds is \$450 per year and will encompass all activity from April 25, 2019, the date of the closing, through April 25, 2024, the end of the 5th Bond Year and initial Computation Date. The fee is based upon the size as well as the complexity. Our fee is payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following table.

AMTEC's Professional Fee – \$6,385,000 Series 2019 Bonds

Report Date	Type of Report	Period Covered	Fee
April 30, 2020	Rebate and Opinion	Closing – April 30, 2020	\$450
April 30, 2021	Rebate and Opinion	Closing – April 30, 2021	\$450
April 30, 2022	Rebate and Opinion	Closing – April 30, 2022	\$450
April 30, 2023	Rebate and Opinion	Closing – April 30, 2023	\$450
April 25, 2024	Rebate and Opinion	Closing – April 25, 2024	\$450

In order to begin, we are requesting copies of the following documentation:

1. Arbitrage Certificate or Tax Regulatory Agreement.
2. IRS Form 8038-G.
3. Closing Memorandum.
4. Trust Agreement.
5. US Bank statements for all accounts from April 25, 2019, the date of the closing, through each report date.

AMTEC's Scope of Services

Our standard engagement includes the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through required reporting date of the Bonds;
- Independent calculation of the yield on the Bonds to ensure the correct basis for any rebate liability. This effort provides the basis for our unqualified opinion;

- Reconciliation of the sources and uses of funds from the bond documentation;
- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;
- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you, your auditors, and our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled.

AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

The parties have executed this Agreement on _____, 2019.

Highland Meadows West Community
Development District

Consultant: American Municipal Tax-Exempt
Compliance Corporation



By: _____
Highland Meadows West Community
Development District

By: _____
Michael J. Scarfo
Senior Vice President

SECTION V



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Project Name
Highland Meadows West CDD



Date	Estimate #
10/6/2019	7298

Customer / Bill To
Highlands Meadow West CDD 135 West Central Boulevard, Suite 320 Orlando FL 33844

Ship To
Highland Meadows West CDD 2500 Orchid Drive Haines City, FL 33844



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
	Furnish labor & materials to complete the following: 1. Installation of new playsystem (Little Dipper) and single bay swingset w/ one cantilever 2. Installation of x1 ADA half ramp, x56 8"h border timbers, x12 super sacks of uncoated rubber mulch and weed barrier for 1,800 sq ft			
	PLAYGROUND EQUIPMENT			
PKP007	Little Dipper Playsystem	1	8,352.00	8,352.00
PSW110NS	1 Cantilever 1 Bay Bay Single Post Swing - Frame Only with Hangers	1	914.00	914.00
PSW009-BK8	1 Bay Package Belts - Black - 8' Top Rail	1	102.00	102.00
PSW800-BK7	1 Seat Package Bucket - Black - 7' Top Rail	1	94.00	94.00
Shipping	Combined Shipping and Freight Charges	1	1,803.80	1,803.80
CC80	Concrete for Anchoring	44	4.30	189.20
FBLOCK	Footer Blocks	20	2.00	40.00
LBRPG	Labor and Installation - Playground Equipment	1	6,482.00	6,482.00
	Sub Total			17,977.00
	SAFETY SURFACING			
RMSK-UCBLK	Natural Black Uncoated Playground Mulch - 2000lb Super Sack	12	299.00	3,588.00
APS-ADAHalfRa...	ADA Half Ramp - Black	1	445.00	445.00
APS-Border 8	8" Border Timber With Spike - Black	56	24.00	1,344.00
GFAB	Weed Barrier	1,800	0.20	360.00

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

Subtotal:

Sales Tax: (6.0%)

Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

1-800-573-7529 | www.proplaygrounds.com



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Date	Estimate #
10/6/2019	7298

Project Name
Highland Meadows West CDD



Customer / Bill To
Highlands Meadow West CDD 135 West Central Boulevard, Suite 320 Orlando FL 33844

Ship To
Highland Meadows West CDD 2500 Orchid Drive Haines City, FL 33844



WE WILL BEAT ANY PRICE BY 5%!

Item	Description	Qty	Cost	Total:
Shipping	Combined Shipping and Freight Charges	1	1,547.94	1,547.94
FLIFTDAY	Telescopic Fork Lift Daily Rental	1	1,308.10	1,308.10
LBRMU	Labor and Installation of Mulch Products	1	1,705.00	1,705.00
	Sub Total			10,298.04
	SITE FURNISHINGS			
B6WBLS	6Ft. Bench with Back, 1 1/2' #9 Expanded Metal, Rounded Corners, Two 2 3/8' Legs, Inground Mt.	2	404.00	808.00
TR32	32 Gallon Trash Receptacle, 3/4' #9 Expanded Metal	1	255.00	255.00
DOME32 BLACK	32 BLACK-Dome Top for TR 32	1	103.00	103.00
LINER32-BLACK	32-BLACK-Rigid Plastic Liner for TR32	1	34.00	34.00
TR-ING	Inground Mount Assembly for TR32	1	59.00	59.00
Shipping	Combined Shipping and Freight Charges	1	468.00	468.00
CC80	Concrete for Anchoring	6	4.30	25.80
	Sub Total			1,752.80
DSC	Discount	1	-1,277.84	-1,277.84

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

Signature

Name / Title

Date

Subtotal: \$28,750.00

Sales Tax: (6.0%) \$0.00

Total: \$28,750.00

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating, receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect, damage or missing parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs due to cancelled or missed delivery appointments. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness. 5. If quote includes installation of goods, the installation is subject to the terms and conditions of Pro Playgrounds "Standard Installation Agreement" a copy of which may be obtained from your Sales Representative.

1-800-573-7529 | www.proplaygrounds.com

Little Dipper - neutral





2 Bay single post swingset
with 1 cantilever



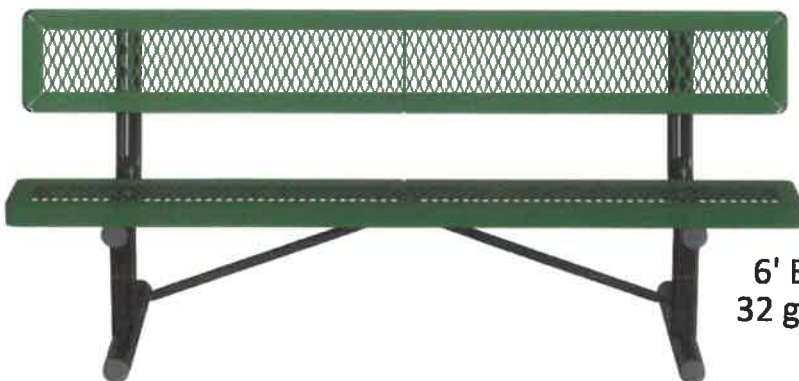
ADA half ramp and
8" border timbers

Uncoated rubber mulch



Raw, uncoated rubber mulch. Traditionally used in playgrounds under tiles or other types of safety surfaces and not as the main safety surface.

Available Sizes: 76.9 cu ft super sack



6' Bench with back and
32 gallon trash receptacle



SECTION VI



Oct-15-2019

Dear HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT,

Thank you for your business. I have attached the documents required to finalize your transaction with Navitas Credit Corp. Please have the documents executed as described below:

Equipment Lease, Rental or Finance Agreement: Please sign and date the lower left side of the Agreement with the appropriate title.

Corporate Guaranty: Please have the following individual(s) sign the Unconditional Guaranty Section:
THE CASSIDY ORGANIZATION, INC.

Other Documents: Please execute any other documents included in this package.

Company check for monies due: For Initial Amount \$1,542.72 and processing fees of \$195.00 plus any applicable tax.

We offer Automated Clearing House (ACH) for the amount listed above. Please fill out the following, sign and include with your lease document package along with a copy of a business voided check:

I acknowledge that I am an authorized signor of the bank checking account below and authorize Navitas Credit Corp., or its assignee, to take all amounts, including applicable tax, currently due under Contract # 40635552 with us via ACH.

Company: HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT

Routing #: _____

Account #:

Bank Name: _____

Bank City/State: _____

Signature: _____

Date: _____

The image shows a sample check form with a light blue border. The form includes fields for the payee's name, address, city, state, and zip code, a date field, a pay-to-the-order-of field, a dollar amount field, a bank/financial institution field, and a memo field. Three specific areas are highlighted with red boxes: the routing number (121140713), the check number (1234), and the account number (000558888). Red lines with arrows point from the labels 'Routing Number', 'Check', and 'Account Number' to their respective red boxes.

Your Name _____
Street Address _____
City, State Zip Code _____

DATE _____

1234

PAY TO THE ORDER OF _____ \$ _____

_____ DOLLARS

Bank/Financial Institution _____

Memo _____

⑆ 121140713 1234 000558888

Routing Number Check Account Number

This is a onetime ACH for the current amount due under the Agreement.

If you would like to have all future amounts due remitted via ACH to Navitas Credit Corp., or its assignee, please sign below:

Signature: _____ Date: _____

This document may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

Please supply a copy of a Voided Company Check for the business listed on this agreement which is financing the equipment.

Should any of the information on the enclosed documents be incorrect, please notify me immediately at (866) 956-2848 so I can make the appropriate corrections.

Please note that if you do not wish to pay your future payments via ACH (after the advance rental amount) checks must be sent to:

Navitas Credit Corp.
P. O. Box 935204
Atlanta, GA 31193-5204

Sincerely,

Amy Whipple
Navitas Credit Corp.



info@navitascredit.com



www.navitascredit.com

EQUIPMENT FINANCE AGREEMENT



BORROWER: HIGHLAND MEADOWS WEST COMMUNITY
DEVELOPMENT DISTRICT
(hereinafter referred to as "We", "Us", or "Our")

DBA:

Federal Tax ID#

Address: 135 WEST CENTRAL BOULEVARD

City: ORLANDO

State: FL

Zip: 32801

Phone: (407) 841-5524

SECURED PARTY/ LENDER: NAVITAS CREDIT CORP.

VENDOR: INC

AGREEMENT # 40635552

(hereafter referred to as "We", "Us", or "Our")

(Vendor is not an agent of Secured Party nor is Vendor authorized to waive or alter any terms of this

Equipment Description / Quantity / Serial # / VIN#

(1) PLAYGROUND PER SCHEDULE "A" 1

Term in Months: 48

Monthly Payments:

48 @ \$771.36

First Payment: \$771.36

Last Payment: \$771.36

Security Deposit: \$0.00

Other: \$195.00

Equipment Location (if different than above address)

2500 ORCHID DRIVE HAINES CITY FL 33844

Amount Financed: \$28,750.00

INITIAL AMOUNT DUE: \$1,737.72

TERMS AND CONDITIONS (PAGE 1 OF 2) – PLEASE READ CAREFULLY BEFORE SIGNING

1. AGREEMENT: You want to acquire the above equipment ("Equipment") from a vendor selected by you ("Vendor") and have requested that we finance the purchase price for you. You unconditionally promise to pay us the sum of all of the monthly payments indicated above or on any schedule ("Payments") and you agree to all of the terms stated in this Agreement. You authorize us to insert any Equipment serial numbers and other identification data and any other omitted facts and to correct obvious errors. We may adjust the monthly payment amount to finance any taxes due at the inception of this Agreement or if the actual cost of the Equipment is less than 10% higher or lower than the amount that the Payment amount was based on. At our discretion we may apply any amounts received from you to any amount you owe under this Agreement.

2. TERM: This Agreement shall become effective and shall commence only after you direct us to make disbursements to your Vendor, we approve your Vendor's invoice, we sign this Agreement and we make the initial disbursement or any later date that we designate ("Commencement Date"). The term of this Agreement shall terminate upon the date that all of your payment and other obligations have been paid and satisfied in full ("Term"). The Initial Amount Due shall be due on the Commencement Date and subsequent monthly payments are due on the day we select, payable to a location to be designated by us. **YOUR OBLIGATION TO PAY ALL PAYMENTS AND OTHER OBLIGATIONS TO US IS UNCONDITIONAL AND NOT SUBJECT TO ANY REDUCTION, SET-OFF, DEFENSE OR COUNTERCLAIM. THIS AGREEMENT MAY NOT BE CANCELED FOR ANY REASON WHATSOEVER AFTER COMMENCEMENT EXCEPT BY YOUR PAYMENT AND SATISFACTION OF ALL OF YOUR OBLIGATIONS HEREUNDER.** We have the right, but not the obligation, to electronically withdraw funds from your bank account to pay for any unpaid Payments or other amounts due hereunder. You will provide us with any bank account information we request in order to process electronic payments.

3. EQUIPMENT: You agree that you are the owner of and have title to the Equipment, excluding any software. By signing the Pay Proceeds Direction at the end of this Agreement, you authorize us to pay your Vendor, either as a prepayment to your Vendor to initiate delivery or upon your acceptance of the Equipment when it is delivered. You hereby grant to us a first priority, purchase money security interest in the Equipment and all replacements, replacement parts, accessions and attachments now or hereafter made a part of the Equipment, and all cash and non-cash proceeds, and all general intangibles, accounts and chattel paper arising therefrom. You agree, at your expense, to protect and defend our interests in the Equipment. Further, you shall at all times keep the Equipment free from all legal process, liens and other encumbrances if asserted or made against you or the Equipment. You agree we have the right to inspect the Equipment upon reasonable notice to you.

4. NO WARRANTIES; NO AGENCY; WE ARE FINANCING THE EQUIPMENT FOR YOU "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE IN CONNECTION WITH THIS AGREEMENT. Neither the Vendor nor any other person is our agent, nor are they authorized to waive or change any term of this Agreement. No representation, guaranty or warranty by the Vendor or other person is binding on us. No breach by the Vendor will relieve or excuse your obligations to us. If you entered into a maintenance or service agreement the cost of which is included in the Payments, you acknowledge we are not a party to such agreements and are not responsible for any service, repairs, or maintenance of the Equipment. If you have a dispute with your Vendor about delivery, installation, service or any other matter, you must continue to perform all your obligations, hereunder.

5. SALE/ASSIGNMENT: YOU MAY NOT SELL, TRANSFER, ASSIGN OR LEASE THE EQUIPMENT OR YOUR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN APPROVAL. We may sell, assign or transfer this Agreement or any part of it and/or our interest in the Equipment without notifying you and you agree that if we do, (i) the new Secured Party will have the same rights and benefits that we now have but will not have to perform any of our obligations, (ii) the rights of the new Secured Party will not be subject to any claims, defenses or setoffs that you may have against us or the Vendor, and (iii) you will not assert any claims, defenses or setoffs whatsoever against us or the new Secured Party.

6. SECURITY DEPOSIT: As security for the performance of all your obligations hereunder, you have deposited with us the amount set forth in the section shown as "Security Deposit". We have the right, but are not obligated, to apply the security deposit at any time to any amount you owe. Provided you have fully performed all of the provisions of this Agreement, we will return to you any then remaining balance of the security deposit. We will not keep the security deposit separate from our general funds and you shall not be entitled to any interest thereon.

7. CARE, USE AND LOCATION; LOSS: You are responsible for installing and keeping the Equipment in good working order and repair. You will keep and use the Equipment only for business or commercial purposes and in compliance with all applicable laws, ordinances or regulations and only at your address shown on this Agreement unless we agree to another location. You will not make any alterations to the Equipment without our prior written consent, nor will you permanently attach the Equipment to any real estate. In the event the Equipment is lost, stolen or damaged, so long as you are not in default hereunder, you shall have the option within

TERMS AND CONDITIONS (PAGE 1 OF 2) – PLEASE READ CAREFULLY BEFORE SIGNING

By signing this Agreement you acknowledge that you have read and understand the terms and conditions on each page of this Agreement, and you warrant that the person signing this Agreement on your behalf has the authority to do so and to grant the power of attorney set forth in Section 13 of this Agreement.

I AM AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF BORROWER:

ACCEPTED BY SECURED PARTY: NAVITAS CREDIT CORP., at Columbia, South Carolina

X: _____ Date Signed: _____

(signature)

By: _____

(signature)

Date Accepted: _____

Print Name & Title: _____

Print Name & Title: _____

UNCONDITIONAL GUARANTY:

For the purposes of this Guaranty, "you" and "your" refer to the person making the guaranty. "We", "us" and "our" refer to the Secured Party, our successors or assigns. You acknowledge that you have read and understood the Agreement and this Guaranty and that this is an irrevocable, joint, several and continuing guaranty. You agree that you have an interest in the Borrower's business, economic or otherwise, and that we would not enter into this Agreement without this Guaranty. You unconditionally guaranty that the Borrower will fully and promptly pay all its obligations under the Agreement and any future Agreements with us when they are due and will perform all its other obligations under the Agreement even if we modify or renew the Agreement, or if any payments made by the Borrower are rescinded or returned upon the insolvency, bankruptcy or reorganization of the Borrower, as if the payment had not been made. We do not have to notify you if the Borrower is in default under the Agreement. If the Borrower defaults, you will immediately pay and perform all obligations due under the Agreement. You agree that you will not be released or discharged if we: (i) fail to perfect a security interest in the Equipment or any other property which secures the obligations of Borrower or you to us ("Collateral"); (ii) fail to protect the Collateral; or (iii) abandon or release the Collateral or any obligor under the Agreement or this Guaranty. You agree that we do not have to proceed first against the Borrower or any Collateral. You hereby waive any right of exoneration, notice of acceptance of this Guaranty and of all other notices or demands of any kind in which you may be entitled to except for demand for payment. You will reimburse all expenses we incur in enforcing our rights against Borrower or you, including, without limitation, attorney's fees and costs. We may obtain information from and report to credit reporting agencies to enter into the Agreement or to enforce this Guaranty. You consent to personal jurisdiction, forum, choice of law and jury trial and transfer of venue waiver as stated in section 17. **YOU AND WE EACH WAIVE TRIAL BY JURY IN ANY ACTION RELATING TO THE AGREEMENT OR THIS GUARANTY.** This Guaranty may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

X: _____
(signature)

Date Signed: _____

X: _____

(signature)

Date Signed: _____

Print Name: _____

Print Name: _____

TERMS AND CONDITIONS (PAGE 2 OF 2) – PLEASE READ CAREFULLY BEFORE SIGNING

one week of such event to: (i) repair or replace the Equipment or (ii) pay to us the unpaid balance of the remaining Payments hereunder discounted to present value at the rate of three percent (3%) (or such greater amount that may be required by law) plus any other amounts due or to become due hereunder. **UNDER NO CIRCUMSTANCES ARE WE RESPONSIBLE FOR SERVICE OR MAINTENANCE ON THE EQUIPMENT.**

8. TAXES: You will pay when due to your appropriate taxing authority, all taxes, fines and penalties relating to this Agreement or the Equipment, and any applicable registration or titling fees or other governmental charges, that are now or in the future assessed or levied by any government authority or required for the lawful possession and use of the Equipment. Sales taxes due upon the purchase of the Equipment and any other such governmental charges, if included in the purchase price, may be financed hereunder.

9. INDEMNITY: We are not responsible for any injuries or losses to you or any other person or property caused by the installation, operation, maintenance, ownership, possession or use of the Equipment. You agree to reimburse us for, hold us harmless from, and defend us against any claims made against us, and for losses or injuries suffered by us, including, without limitation, those arising out of the negligence, tort, or strict liability claims. This indemnity shall continue even after the Term has expired.

10. INSURANCE: You agree to maintain comprehensive liability insurance acceptable to us. You also agree to maintain insurance against the loss of or damage to the Equipment for an amount not less than the replacement cost and name us and our assigns as loss payee. If you fail to timely provide such proof to us, we may, but are not obligated to, obtain property loss insurance to protect our interests in the Equipment. If we secure insurance in the form and amounts we deem reasonable: (i) you will reimburse the premium, which may be higher than a premium that you might pay if you obtained the insurance, (ii) the premium may include a profit to us and/or one of our affiliates through an investment in reinsurance or otherwise, and (iii) we will not name you as an insured party and your interests may not be fully protected. Any insurance proceeds received for the Equipment will be applied, at our option, to repair or replace the Equipment, or to the remaining payments due or that become due hereunder, discounted at three percent (3%) (or such greater amount that may be required by law).

11. DEFAULT: You will be in default if: (i) you do not pay any amount when due; (ii) you break any of your promises or representations hereunder or under any other agreement with us; (iii) you become insolvent, commence dissolution proceedings, assign your assets for the benefit of your creditors, or a trustee is appointed to take control of your assets; (iv) you or any guarantor enters (voluntarily or involuntarily) into a bankruptcy or other insolvency-related proceeding; (v) you default on any obligations to any of your other creditors; (vi) you have made any untrue or misleading representations to us; (vii) your guarantor dies; or (viii) you change your name, state of organization, chief executive office and/or place of residence without providing us with 30 days prior written notice of such change.

12. REMEDIES: In the event of a default by you, we can: (i) cancel this Agreement; (ii) declare you in default under any other agreement you have with us, and exercise any or all remedies provided to us thereunder; (iii) disable the Equipment or require that you ship the Equipment to us at your expense; (iv) accelerate and demand that you pay all the remaining Payments due under this Agreement discounted to present value at three percent (3%) (or such greater amount that may be required by law) together with any other amounts due hereunder; and/or (v) pursue any of the remedies available to us under the UCC or any other law, including repossession of the Equipment or other Collateral. Interest shall accrue on all amounts due us from the date of default until paid at the rate of the lesser of (i) one and one-half percent (1.5%) per month and (ii) the maximum rate permitted by law ("Remedy Interest Rate"). You agree to reimburse us for all charges, costs, expenses and attorney's fees that we have to pay to enforce this Agreement. If you return the Equipment pursuant to clause "(iii)" above or we take possession of the Equipment, you agree to pay the cost of repossession, storing, shipping, repairing and selling or leasing the Equipment. You agree that we do not have to notify you that we are selling or leasing the Equipment except as otherwise required by law. You also agree that we are entitled to abandon the Equipment if we believe it to be in our best interest.

13. BORROWER REPRESENTATIONS AND OTHER AUTHORIZATIONS: You hereby represent, warrant and promise to us that: (i) you have had an adequate opportunity to study this Agreement and consult your legal and other advisors before signing, and this Agreement is enforceable against you in accordance with its terms; (ii) you are not subject to any bankruptcy proceeding; and (iii) if this document was sent by you to us electronically, it has not been altered in any way and any alteration or revision to any part of this or any attached documents will make all such alterations or revisions non-binding and void. You hereby authorize us, and appoint us or our designee as your attorney-in-fact, to endorse insurance proceeds and to execute and file financing statements (naming you as "Debtor") and documents of title and registration (if applicable) on the Equipment or Collateral, and you agree to reimburse us for our out-of-pocket costs relating thereto.

14. FEES AND CHARGES: If any part of any Payment is not made by you when due, you agree to pay us fifteen percent (15%) of each past due amount (or the maximum amount permitted by law, if less than 15%). You agree to pay an administrative fee of fifty dollars (\$50.00) if any check or ACH is dishonored or returned. **AS A MATERIAL INDUCEMENT TO US TO ENTER INTO THIS AGREEMENT AND FINANCE YOUR EQUIPMENT, YOU AGREE THAT IF ANY PAYMENT, CHARGE OR FEE BILLED OR COLLECTED BY US IS FOUND TO EXCEED THE MAXIMUM AMOUNT ALLOWED BY LAW, THEN (I) WE MAY MODIFY ANY SUCH EXCESSIVE AMOUNT BILLED SO AS TO MAKE IT NOT EXCESSIVE, (II) WE MAY REFUND TO YOU THE EXCESSIVE AMOUNT, TOGETHER WITH INTEREST AT THE "REMEDY INTEREST RATE" (AS DEFINED IN SECTION 12), AND (III) THE FOREGOING SHALL BE YOUR EXCLUSIVE REMEDY FOR THE BILLING OR COLLECTING OF THE EXCESSIVE AMOUNTS AND YOU WILL NOT RAISE ANY OTHER CLAIM, COMPLAINT OR OBJECTION WITH RESPECT THERETO.**

15. ENTIRE AGREEMENT; CHANGES: This Agreement contains the entire agreement between you and us relating to the financing of the Equipment, and it may not be terminated or otherwise changed except in writing by both of us. A limiting endorsement on a check or other form of payment will not be effective to modify your obligations or any of the other terms of this Agreement, and we may apply any payment received without being bound by such limiting endorsements.

16. COMPLIANCE; NOTICES: In the event you fail to comply with any terms of this Agreement, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days prior written notice to you. If we are required to pay any amount to obtain your compliance, the amount we pay plus all of our expense in causing your compliance, shall become additional obligations and shall be paid by you together with the next due payment. This Agreement is for the benefit of and is binding upon you, your personal representatives, successors and assigns. Any notice required by this Agreement or the UCC shall be deemed to be delivered when a record properly directed to the intended recipient has been (i) deposited with the US Postal Service, (ii) transmitted by facsimile or through the Internet, provided there is reasonably sufficient proof that it was received by the intended recipient; or (iii) has been personally delivered.

17. CHOICE OF LAW; JURISDICTION: THIS AGREEMENT SHALL NOT BE BINDING UNTIL IT IS ACCEPTED BY US IN WRITING, AND YOU HEREBY STIPULATE THAT OUR ACCEPTANCE AND SIGNING OF THIS AGREEMENT IN SOUTH CAROLINA FOLLOWING YOUR SIGNATURE MEANS THAT THIS AGREEMENT WAS MADE IN SOUTH CAROLINA. YOU HEREBY ACKNOWLEDGE THAT OUR ACCOUNT SERVICING OPERATIONS (INCLUDING THOSE SERVICING YOUR ACCOUNT) ARE LOCATED IN SOUTH CAROLINA. YOU HEREBY AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SOUTH CAROLINA, BUT WITHOUT GIVING EFFECT TO THE LAWS OF SOUTH CAROLINA GOVERNING CHOICE OF LAW. YOU CONSENT TO THE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN THE STATE OF SOUTH CAROLINA FOR THE COUNTY OF LEXINGTON, AND AGREE THAT ANY ACTIONS OR PROCEEDINGS INITIATED BY YOU ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT (WHETHER SOUNDING IN BREACH OF CONTRACT, TORT OR OTHERWISE) SHALL BE BROUGHT ONLY IN SUCH COUNTY IN SOUTH CAROLINA; PROVIDED HOWEVER, WE MAY BRING ACTION AGAINST YOU IN ANY STATE OR FEDERAL COURTS OUTSIDE SOUTH CAROLINA WE CHOOSE IN OUR SOLE DISCRETION, PROVIDED ONLY THAT SUCH COURT HAS PROPER JURISDICTION. IN THE EVENT THIS AGREEMENT IS ASSIGNED BY US, YOU CONSENT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS. YOU UNDERSTAND THAT YOUR AGREEMENT TO SOUTH CAROLINA LAW AND YOUR SUBMISSION TO PERSONAL JURISDICTION IN SOUTH CAROLINA DIRECTLY BENEFITS US AND IS A MATERIAL INDUCEMENT TO OUR ENTERING INTO THIS AGREEMENT AND FINANCING YOUR EQUIPMENT. YOU AND WE EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING, WHETHER BROUGHT IN CONTRACT OR TORT, OR AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

18. MISCELLANEOUS: No delay or failure by us to enforce our rights under this Agreement shall prevent us from enforcing any rights at a later time. If any part of this Agreement is determined to be unenforceable, all other parts will remain in full force and effect. Any Equipment discounts we may negotiate with Vendor accrue solely to our benefit. The original of this Agreement shall be that copy which bears your electronic, facsimile or original signature, and our electronic or original signature.

PAY PROCEEDS DIRECTION TO FINANCE AGREEMENT

You hereby irrevocably instruct us to pay the Vendor(s) listed below for the Equipment listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment has been delivered and is acceptable in all respects OR the Equipment has NOT been delivered but you hereby authorize us to make payment to the Vendor(s) in order to initiate delivery. Disbursement by us in accordance with the foregoing instructions shall constitute payment and delivery to and receipt by you of any and all such proceeds.

X
(signature)

Print Name & Title:

Date Signed:

I hereby authorize, in my absence,

Telephone #

to verify my direction to disburse funds.

Vendor: LEGACY CONSTRUCTION SERVICES GROUP INC.

Vendor:

Vendor:

NC0698201EEFA



A UNITED COMMUNITY BANK COMPANY



EQUIPMENT SCHEDULE "A"

Lessee/Borrower/Rentee: HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT

Agreement #:40635552

This Equipment Schedule "A" is to be attached to and become part of the Agreement referenced above by and between the undersigned and Navitas Credit Corp., Lessor/Secured Party/Rentor.

Equipment:

PKP007	Little Dipper Playsystem	1
PSW110NS	1 Cantilever 1 Bay Bay Single Post Swing - Frame Only with Hangers	1
PSW009-BK8	1 Bay Package Belts - Black - 8' Top Rail	1
PSW800-BK7	1 Seat Package Bucket - Black - 7' Top Rail	1
Shipping	Combined Shipping and Freight Charges	1
CC80	Concrete for Anchoring	44
FBLOCK	Footer Blocks	20
LBRPG	Labor and Installation - Playground Equipment	1
	Sub Total	
	SAFETY SURFACING	
RMSK-UCBLK	Natural Black Uncoated Playground Mulch - 2000lb Super Sack	12
APS-ADAHalfRa...	ADA Half Ramp - Black	1
APS-Border 8	8" Border Timber With Spike - Black	56
GFAB	Weed Barrier	1,800
B6WBLS	6Ft. Bench with Back, 1 1/2' #9 Expanded Metal, Rounded Corners, Two 2 3/8' Legs, Inground Mt.	2
TR32	32 Gallon Trash Receptacle, 3/4' #9 Expanded Metal	1
DOME32 BLACK	32 BLACK-Dome Top for TR 32	1
LINER32-BLACK	32-BLACK-Rigid Plastic Liner for TR32	1
TR-ING	Inground Mount Assembly for TR32	1
Shipping	Combined Shipping and Freight Charges	1
CC80	Concrete for Anchoring	6

This Equipment Schedule "A" is hereby verified as correct by the undersigned Lessee/Borrower/Rentee, who acknowledges receipt of a copy. This document may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

Lessee/Borrower/Rentee: HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT

Signature: X

Title: X

Date: X



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A UNITED COMMUNITY BANK COMPANY



Progress Payment Agreement

Lessee/Borrower/Rentee: HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT

Agreement #: 40635552

In reference to the Agreement # **40635552**, between Lessee/Borrower/Rentee and Navitas Credit Corp. as Lessor/Secured Party/Rentor:

You negotiated with your supplier, **LEGACY CONSTRUCTION SERVICES GROUP INC ("Supplier")**, to acquire the equipment described in the Agreement (the "Agreement"). Your Supplier requires the payment of all or a substantial portion of the total cost of the equipment (the "Equipment Advance") to be paid to Supplier prior to your receipt and acceptance of the equipment. At your request, we will advance the Equipment Advance to Supplier prior to your receipt and acceptance of the equipment when we receive an invoice acceptable to us, but only on the condition that you agree to the following terms:

To induce us to make the Equipment Advance to Supplier prior to your receipt and acceptance of the equipment, **YOU AGREE THAT YOUR OBLIGATIONS (INCLUDING YOUR PAYMENT OBLIGATIONS) UNDER THE AGREEMENT HEREBY IMMEDIATELY COMMENCE. YOU FURTHER AGREE THAT THE AGREEMENT IS NON-CANCELABLE AND THAT YOU WILL TIMELY PERFORM ALL OF YOUR OBLIGATIONS UNDER THE AGREEMENT, INCLUDING MAKING THE MONTHLY PAYMENTS, WITHOUT ANY CLAIM OF SET-OFF, EVEN IF: (a) SOME OR ALL OF THE EQUIPMENT IS NOT DELIVERED AND/OR INSTALLED; (b) THE EQUIPMENT IS UNTIMELY DELIVERED AND/OR UNTIMELY INSTALLED; AND/OR (c) THE EQUIPMENT DOES NOT, AT THE TIME OF DELIVERY OR THEREAFTER, OPERATE PROPERLY OR THERE IS ANY OTHER NONCONFORMANCE IN THE EQUIPMENT OR IN ANY SERVICE.**

You acknowledge that you understand and agree that in the event you are not satisfied with the delivery or installation of the equipment that you shall only look to persons other than Lessor/Secured Party/Rentor such as the manufacturer, installer, or Supplier and shall not assert against Lessor/Secured Party/Rentor any claim or defense you may have with reference to the equipment, its delivery or non-delivery, or its installation. Upon your signing below, you authorize and direct us to pay the Equipment Advance to your Supplier and your promises under the Agreement will be irrevocable and unconditional in all respects and payments shall begin immediately and shall be due continuously hereafter.

A facsimile, electronic, or original copy of your signature on this Agreement bearing our original or electronic authorized signature will be treated as an original.

NAVITAS CREDIT CORP.
Lessor/Secured Party/Rentor

HIGHLAND MEADOWS WEST COMMUNITY
DEVELOPMENT DISTRICT
Lessee/Borrower/Rentee

By _____

By _____

Title _____

Title _____

Date _____

Date _____



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A UNITED COMMUNITY BANK COMPANY



Corporate Guaranty

Lessee/Borrower/Rentee: HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT **Agreement #:40635552**

To induce NAVITAS CREDIT CORP. ("Lessor/Secured Party/Rentor") to lease, rent, or finance equipment to the above named ("Lessee/Borrower/Rentee") pursuant to the terms of the Agreement, which is also referenced above:

1. The undersigned hereby absolutely and unconditionally Guarantees to Lessor/Secured Party/Rentor full and prompt payment and performance when due of each and every obligation of Lessee/Borrower/Rentee under the Agreement.
2. The undersigned hereby waives: (i) notice of the acceptance hereof by Lessor/Secured Party/Rentor and of the creation and existence of the Agreement, and (ii) any and all defenses otherwise available to a guarantor or accommodation party.
3. This Guaranty is absolute and unconditional, and the liability of the undersigned hereunder shall not be affected or impaired in any way by any of the following, each of which Lessor/Secured Party/Rentor may agree to without the consent of the undersigned: (a) any extension or renewal of the Agreement whether or not for longer than the original period; (b) any change in the terms of payment or other terms of the Agreement or any collateral therefore or any exchange, release of, or failure to obtain any collateral therefore; (c) any waiver of forbearance granted to Lessee/Borrower/Rentee or any other person liable with respect to the Agreement or any release of, compromise with, or failure to assert rights against Lessee/Borrower/Rentee or any such other person; and (d) the application or failure to apply in any particular manner any payments or credits on the Agreement or any other obligation Lessee/Borrower/Rentee may owe to Lessor/Secured Party/Rentor.
4. Lessor/Secured Party/Rentor shall not be required before exercising and enforcing its rights under the Guaranty first to resort for payment under the Agreement to Lessee/Borrower/Rentee or to any other person or to any collateral. The undersigned agrees not to obtain reimbursement or payment from Lessee/Borrower/Rentee or any other person obligated with respect to the Agreement or from any collateral for the Agreement until the obligations under the Agreement have been fully satisfied.
5. The undersigned shall be and remain liable for any deficiency following the initiation of bankruptcy or other insolvency actions affecting the Agreement or the Lessee/Borrower/Rentee, whether or not the liability of the Lessee/Borrower/Rentee is discharged in whole or in part by such action.
6. The undersigned authorizes Lessor/Secured Party/Rentor to execute and file a Uniform Commercial Code (UCC) financing statement evidencing your obligation hereunder, and agrees to pay all costs, expenses and attorney's fees paid or incurred by Lessor/Secured Party/Rentor in endeavoring to enforce the Agreement and this Guaranty.
7. If any payment from the Lessee/Borrower/Rentee or anyone else is applied to the Agreement and is thereafter set aside, recovered, rescinded, or required to be returned for any reason (including as a preference in the bankruptcy of Lessee/Borrower/Rentee), the obligations under the Agreement to which such payment was applied shall for purposes of this Guaranty be deemed to have continued in existence notwithstanding such application, and this Guaranty shall be enforceable as to such obligations as fully as if such application had never been made.
8. If more than one entity signs this Guaranty, then the liability of the undersigned hereunder shall be joint and several, and this Guaranty shall be enforceable in full against each of the undersigned.
9. This Guaranty shall be binding upon the estate, heirs, successors and assigns of the undersigned, and shall inure to the benefit of the successors and assigns of Lessor/Secured Party/Rentor.
10. **Consent to Law, Jurisdiction and Venue.** If the Lessor/Secured Party/Rentor assigns the Agreement to a third party, then any claim arising under or related to this Guaranty will be adjudicated in a state or federal court located within the county and state where the assignee is located. If the Agreement is not assigned, then the Guarantor agrees that this agreement will be governed by the laws of the State of South Carolina, where the Lessor/Secured Party/Rentor maintains offices and consents to adjudication in that state. Each party waives trial by jury. This Guaranty may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

Guarantor: THE CASSIDY ORGANIZATION, INC.
(Name of Corporation or Partnership)

By:

(Authorized Signature)

Federal Tax ID Number: 59-2413012

(Print Name & Title)

Date: _____



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**NAVITAS
CREDIT CORP.**

A UNITED COMMUNITY BANK COMPANY



Signature Identification Addendum

(Must be completed for All Signers)

**Please include a copy of your valid driver's license including photo and signature.
(Front and back may be required in certain states)**

ATTACH PHOTO IDENTIFICATION WITH SIGNATURE

The undersigned hereby certifies, represents and warrants that the undersigned individual is the same individual whose name and signature appears on the above driver's license. The undersigned acknowledges that Lessor/Secured Party/Rentor has relied upon this representation, along with other representations, in deciding to extend credit. All accompanying signed documents must match the signature as verified from the copy of the driver's license provided. This document may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

X _____

Signature of Driver's License Bearer

Cell Phone Number : _____



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SECTION VII

SECTION C

SECTION 1

**Highland Meadows West
Community Development District**

Summary of Checks

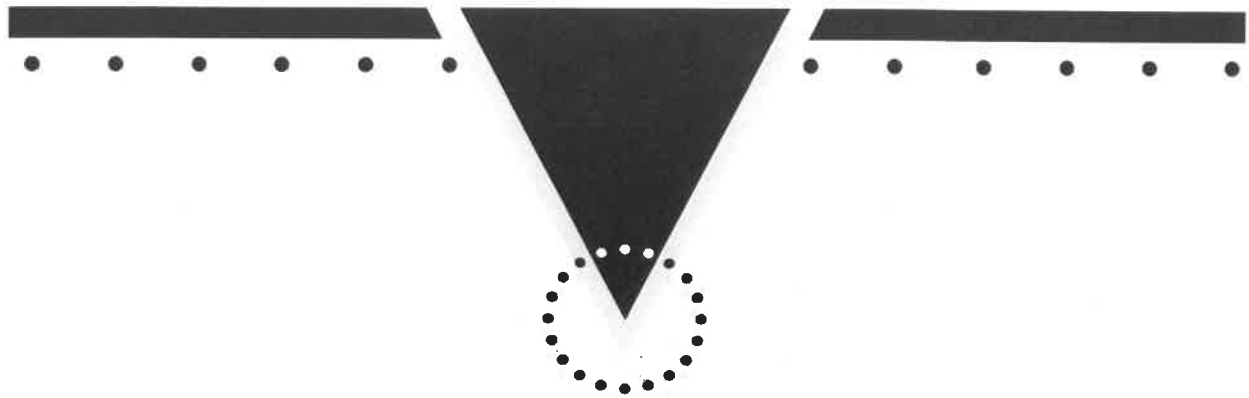
August 30, 2019 to October 9, 2019

Bank	Date	Check No.'s	Amount	
General Fund	9/6/19	70	\$	1,500.00
			\$	1,500.00
			\$	1,500.00

CHECK DATE	VEND#INVOICE DATEEXPENSED TO... INVOICE YRMO DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNTCHECK..... AMOUNT #
9/06/19	00016	9/09/19	09092019 201909 310-51300-49000			*	1,500.00	
BOUNDARY AMENDMENT FEE								
POLK COUNTY BOARD OF COUNTY								1,500.00 000070
TOTAL FOR BANK A								1,500.00
TOTAL FOR REGISTER								1,500.00

HIMW ---HIGH WEST--- KCOSTA

SECTION 2



HIGHLAND MEADOWS WEST
Community Development District

Unaudited Financial Reporting

September 30, 2019



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HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
September 30, 2019

	General Fund	Debt Service Fund	Capital Projects Fund	Totals
<u>ASSETS:</u>				
<u>CASH</u>				
OPERATING ACCOUNT	\$2,896	---	---	\$2,896
<u>INVESTMENTS</u>				
SERIES 2019				
RESERVE	---	\$411,969	---	\$411,969
REVENUE		\$2,793		\$2,793
INTEREST	---	\$158,635	---	\$158,635
CONSTRUCTION	---	---	\$2,325,041	\$2,325,041
COST OF ISSUANCE	---	---	\$132	\$132
DUE FROM DEVELOPER	\$10,000	---	---	\$10,000
DUE FROM OTHER	\$3,778	---	---	\$3,778
TOTAL ASSETS	\$16,674	\$573,397	\$2,325,172	\$2,915,243
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$10,256	---	---	\$10,256
CONTRACTS PAYABLE	---	---	\$778,693	\$778,693
RETAINAGE PAYABLE	---	---	\$119,587	\$119,587
<u>FUND EQUITY:</u>				
<u>FUND BALANCES:</u>				
UNASSIGNED	\$6,418	---	---	\$6,418
RESERVED FOR CAPITAL PROJECTS	---	---	\$1,426,892	\$1,426,892
RESERVED FOR DEBT SERVICE	---	\$573,397	---	\$573,397
TOTAL LIABILITIES & FUND EQUITY	\$16,674	\$573,397	\$2,325,172	\$2,915,243

HIGHLAND MEADOWS WEST

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending September 30, 2019

REVENUES:

	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
DEVELOPER CONTRIBUTIONS	\$113,475	\$113,475	\$90,000	(\$23,475)
BOUNDARY AMENDMENT CONTRIBUTIONS	\$0	\$0	\$3,778	\$3,778
TOTAL REVENUES	\$113,475	\$113,475	\$93,778	(\$19,697)

EXPENDITURES:

ADMINISTRATIVE:

SUPERVISORS FEES	\$12,000	\$12,000	\$8,400	\$3,600
D&O INSURANCE	\$2,200	\$2,200	\$2,250	(\$50)
GENERAL LIABILITY INSURANCE	\$0	\$0	\$2,750	(\$2,750)
ENGINEERING	\$20,000	\$20,000	\$0	\$20,000
DISTRICT COUNSEL	\$20,000	\$20,000	\$19,297	\$703
DISSEMINATION FEES	\$0	\$0	\$2,083	(\$2,083)
AUDIT	\$4,000	\$4,000	\$3,000	\$1,000
DISTRICT MANAGEMENT	\$35,000	\$35,000	\$35,000	(\$0)
TRAVEL & PER DIEM	\$250	\$250	\$0	\$250
TELEPHONE	\$250	\$250	\$80	\$170
POSTAGE	\$300	\$300	\$154	\$146
OFFICE SUPPLIES	\$0	\$0	\$570	(\$570)
COPIES	\$300	\$300	\$1,009	(\$709)
LEGAL ADVERTISING	\$10,000	\$10,000	\$7,797	\$2,203
MISCELLANEOUS	\$5,000	\$5,000	\$1,500	\$3,500
BOUNDARY AMENDMENT EXPENSES	\$0	\$0	\$3,778	(\$3,778)
WEB SITE MAINTENANCE	\$4,000	\$4,000	\$1,200	\$2,800
DUES, LICENSES, & FEES	\$175	\$175	\$175	\$0

TOTAL ADMINISTRATIVE:	\$113,475	\$113,475	\$89,043	\$24,432
TOTAL EXPENDITURES	\$113,475	\$113,475	\$89,043	\$24,432
EXCESS REVENUES (EXPENDITURES)	\$0		\$4,735	
FUND BALANCE - BEGINNING	\$0		\$1,684	
FUND BALANCE - ENDING	\$0		\$6,418	

HIGHLAND MEADOWS WEST

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

SERIES 2019

Statement of Revenues & Expenditures

For The Period Ending September 30, 2019

REVENUES:

	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
BOND PROCEEDS	\$0	\$0	\$569,536	\$569,536
INTEREST	\$0	\$0	\$3,861	\$3,861
TOTAL REVENUES	\$0	\$0	\$573,397	\$573,397

EXPENDITURES:

PRINCIPAL EXPENSE - 11/1	\$0	\$0	\$0	\$0
INTEREST EXPENSE - 11/1	\$0	\$0	\$0	\$0
INTEREST EXPENSE - 5/2	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0
EXCESS REVENUES (EXPENDITURES)	\$0		\$573,397	
FUND BALANCE - BEGINNING	\$0		\$0	
FUND BALANCE - ENDING	\$0		\$573,397	

HIGHLAND MEADOWS WEST

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND SERIES 2019

Statement of Revenues & Expenditures

For The Period Ending September 30, 2019

REVENUES:

	ADOPTED BUDGET	PRORATED BUDGET THRU 09/30/19	ACTUAL THRU 09/30/19	VARIANCE
BOND PROCEEDS	\$0	\$0	\$5,815,464	\$5,815,464
INTEREST	\$0	\$0	\$30,755	\$30,755
TOTAL REVENUES	\$0	\$0	\$5,846,219	\$5,846,219

EXPENDITURES:

CAPITAL OUTLAY	\$0	\$0	\$3,960,081	(\$3,960,081)
CAPITAL OUTLAY - COST OF ISSUANCE	\$0	\$0	\$305,075	(\$305,075)
TOTAL EXPENDITURES	\$0	\$0	\$4,265,156	(\$4,265,156)
EXCESS REVENUES (EXPENDITURES)	\$0		\$1,581,062	
FUND BALANCE - BEGINNING	\$0		(\$154,171)	
FUND BALANCE - ENDING	\$0		\$1,426,892	

HIGHLAND MEADOWS WEST

Community Development District

REVENUES:

DEVELOPER CONTRIBUTIONS
BOUNDARY AMENDMENT CONTRIBUTIONS

TOTAL REVENUES

EXPENDITURES:

ADMINISTRATIVE:

SUPERVISORS FEES
D&O INSURANCE
GENERAL LIABILITY INSURANCE
ENGINEERING
DISTRICT COUNSEL
DISSEMINATION FEES
AUDIT
DISTRICT MANAGEMENT
TRAVEL & PER DIEM
TELEPHONE
POSTAGE
OFFICE SUPPLIES
COPIES
LEGAL ADVERTISING
MISCELLANEOUS
BOUNDARY AMENDMENT EXPENSES
WEB SITE MAINTENANCE
DUES, LICENSES, & FEES

TOTAL ADMINISTRATIVE

TOTAL EXPENDITURES

EXCESS REVENUES/(EXPENDITURES)

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
DEVELOPER CONTRIBUTIONS	\$20,000	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$20,000	\$0	\$90,000
BOUNDARY AMENDMENT CONTRIBUTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,778	\$3,778
TOTAL REVENUES	\$20,000	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0	\$20,000	\$0	\$20,000	\$0	\$93,778
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISORS FEES	\$0	\$800	\$1,000	\$800	\$1,000	\$1,000	\$1,400	\$0	\$600	\$1,000	\$0	\$800	\$8,400
D&O INSURANCE	\$2,250	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,250
GENERAL LIABILITY INSURANCE	\$2,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,750
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISTRICT COUNSEL	\$475	\$418	\$434	\$1,699	\$1,453	\$3,422	\$4,279	\$912	\$2,286	\$3,109	\$810	\$0	\$19,297
DISSEMINATION FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$417	\$417	\$417	\$417	\$417	\$2,083
AUDIT	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000	\$0	\$0	\$0	\$3,000
DISTRICT MANAGEMENT	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$35,000
TRAVEL & PER DIEM	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$0	\$6	\$8	\$0	\$0	\$0	\$22	\$0	\$12	\$0	\$33	\$0	\$80
POSTAGE	\$0	\$39	\$29	\$9	\$7	\$4	\$48	\$4	\$7	\$1	\$8	\$0	\$154
OFFICE SUPPLIES	\$20	\$409	\$15	\$18	\$0	\$18	\$18	\$35	\$0	\$18	\$18	\$0	\$570
COPIES	\$206	\$4	\$16	\$29	\$42	\$134	\$17	\$284	\$21	\$88	\$77	\$92	\$1,009
LEGAL ADVERTISING	\$1,170	\$409	\$311	\$0	\$959	\$272	\$277	\$0	\$1,217	\$1,815	\$0	\$1,367	\$7,797
MISCELLANEOUS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500
BOUNDARY AMENDMENT EXPENSES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,356	\$2,423	\$0	\$3,778
WEB SITE MAINTENANCE	\$125	\$125	\$125	\$125	\$125	\$125	\$75	\$75	\$75	\$75	\$75	\$75	\$1,200
DUES, LICENSES, & FEES	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
TOTAL ADMINISTRATIVE	\$10,088	\$5,127	\$4,854	\$5,596	\$6,503	\$7,891	\$9,051	\$4,644	\$10,550	\$10,794	\$6,777	\$7,167	\$89,043
TOTAL EXPENDITURES	\$10,088	\$5,127	\$4,854	\$5,596	\$6,503	\$7,891	\$9,051	\$4,644	\$10,550	\$10,794	\$6,777	\$7,167	\$89,043
EXCESS REVENUES/(EXPENDITURES)	\$9,912	(\$5,127)	\$15,146	(\$5,596)	(\$6,503)	(\$7,891)	(\$9,051)	\$15,356	(\$10,550)	\$9,206	(\$6,777)	\$6,611	\$4,735

**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		\$ -	\$ 10,000.00	\$ -	\$ 10,000.00	\$ -	\$ -	\$ -	\$ 10,000.00
BA1-1	10/10/19		\$ -	\$ 3,778.00	\$ -	\$ 3,778.00	\$ -	\$ -	\$ -	\$ 3,778.00
Due from Developer			\$ 98,760.81	\$ 132,706.26	\$ 20,475.00	\$ 93,778.00	\$ 9,407.65	\$ 9,353.16	\$ -	\$ 13,778.00

Total Developer Contributions FY19

\$ 93,778.00

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
TOTAL				\$ 3,215,971.50
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
TOTAL				\$ 30,748.15
Acquisition/Construction Fund at 04/25/18				\$ 5,510,264.05
Interest Earned thru 09/30/19				\$ 30,748.15
Requisitions Paid thru 09/30/19				\$ (3,215,971.50)
Remaining Acquisition/Construction Fund				\$ 2,325,040.70

SECTION 3

Requisition	Payee/Vendor	Amount
22	Hopping Green & Sams	\$ 121.00
23	Mack Industries Inc	\$ 44,926.00
24	Ferguson Waterworks	\$ 290,994.38
25	Greenland Servies, LLC	\$ 30,641.56
26	HMD West, LLC	\$ 6,000.00
27	Cassidy Holdings Group, Inc.	\$ 25,835.57
28	Tucker Paving, Inc.	\$ 522,806.71
29	HMD West, LLC	\$ 3,000.00
30	Ferguson Waterworks	\$ 154,355.19
31	Wood & Associates	\$ 37,770.00
32	HMD West, LLC	\$ 3,000.00
33	Duke Energy	\$ 6,786.71
34	Tucker Paving, Inc.	\$ 610,265.34
35	Ferguson Waterworks	120871.29
	TOTAL	\$ 1,857,373.75