Agenda

May 21, 2020

AGENDA

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

May 14, 2020

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, May 21, 2020 at 10:15 AM via Zoom Teleconference.

Zoom Video Link: https://zoom.us/j/92086851931

Zoom Call-In Information: 1-312-626-6799 or 1-646-876-9923

Meeting ID: 920 8685 1931

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 March 19, 2020 Board Meeting
- 4. Consideration of Resolution 2020-13 Approving the Proposed Fiscal Year 2021 Budget (suggested date August 20, 2020), Declaring Special Assessments, and Setting the Public Hearings for the Fiscal Year 2021 Budget, and the Imposition of Operations & Maintenance Assessments
- 5. Consideration of Resolution 2020-14 Designating a Date, Time, and Location for a Landowners' Election and Meeting
- 6. Ratification of Revised Agreement with Navitas Credit
- 7. Consideration of Proposals for Landscape Maintenance
 - A. Prince & Sons, Inc.
 - B. Yellowstone Landscape
- 8. Staff Reports
 - A. Attorney

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¹ Comments will be limited to three (3) minutes

- B. Engineer
- C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Ratification of Summary of Series 2019 Requisitions #64 to #73
 - iv. Ratification of Summary of Series 2020 AA2 Requisitions #11 to #28
 - v. Ratification of Summary of Series 2020 AA3 Requisitions #10 to #24
 - vi. Ratification of Kearney Change Orders #5 and #6 for Orchid Terrace
 - vii. Presentation of Number of Voters 0
- 9. Other Business
- 10. Supervisors Requests and Audience Comments
- 11. 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 March 19, 2020 Board of Supervisors Meeting. A copy of the minutes is enclosed for your review.

The fourth order of business is the Consideration of Resolution 2020-13 Approving the Proposed Fiscal Year 2021 Budget (suggested date August 20, 2020), Declaring Special Assessments, and Setting the Public Hearings for the Fiscal Year 2021 Budget, and the Imposition of Operations & Maintenance Assessments. A copy of the resolution is included for your review.

The fifth order of business is the Consideration of Resolution 2020-14 Designating a Date, Time, and Location for a Landowners' Election and Meeting. A copy of the resolution is enclosed for your review.

The sixth order of business is the Ratification of Revised Agreement with Navitas Credit. A copy of the agreement is enclosed for your review.

The seventh order of business is the Consideration Proposals for Landscape Maintenance. Section A includes a proposal from Prince & Sons, Inc. Section B includes a proposal from Yellowstone Landscape. A copy of both proposals are enclosed for your review.

The eighth order of business is Staff Reports. Section C is the District Manager's Report. Sub-Section 1 includes the check register for approval and Sub-Section 2 includes the balance sheet and income statement. Both items are enclosed for your review. Sub-Section 3 includes a Summary Series 2019 Requisitions #64 to #73, for your review and ratification. Sub-Section 4 includes a Summary of Series 2020 AA2 Requisitions #11 to #28, for your review and

ratification. Sub-Section 5 includes a Summary of Series 2020 AA3 Requisitions #10 to #24, for your review and ratification. Sub-Section 6 includes Kearney Change Orders #5 and #6 for Orchid Terrace. A copy of each change order is enclosed for your review and ratification. Sub-Section 7 is the Presentation of Number of Voters. A copy of the letter determining this is enclosed for your review.

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

Sincerely,

Jill Burns District Manager

CC: 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, **March 19, 2020** at 10:15 a.m. at 346 E. Central Ave., Winter Haven, Florida.

Present and constituting a quorum:

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

Also, present were:

Jill Burns District Manager, GMS Roy Van Wyk *via Phone* Hopping Green & Sams

The following is a summary of the discussions and actions taken at the March 19, 2020 Highland Meadows West Community Development District's 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 February 12, 2020 Board Meeting

Ms. Burns presented the minutes of the February 12, 2020 Board of Supervisors meeting and asked for any comments, corrections, or additions to the minutes. The board had no changes.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Minutes of the February 12, 2020 Board Meeting, were approved.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2020-12 Ratifying Series 2020A Bonds (AA2 and AA3)

Ms. Burns stated that the board issued bonds on February 12th and this ratified, confirmed, and approved all the actions taken by district staff and officers to initiate the closing of the 2020 bonds.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, Resolution 2020-12 Ratifying Series 2020A Bonds (AA2 and AA3), was approved.

FIFTH ORDER OF BUSINESS

Amended and Restated Disclosure of Public Financing

Ms. Burns stated this was amended to add the new bond issuance and it will be filed to put potential property owners on notice of the assessments on the lands.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Amended and Restated Disclosure of Public Financing, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Engineer's Certificate to Convey Phase 1 Parcels

Ms. Burns stated this item would be addressed at another meeting due to a concern about the lift station.

SEVENTH ORDER OF BUSINESS Acceptance of Phase 1 Tracts

Ms. Burns requested the board accept the Phase 1 tracts subject to the Engineer's certificate being signed.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, Acceptance of Phase 1 Tract Subject to Engineer's Certificate Execution, was approved.

EIGHTH 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 asked if there were any questions regarding the check register. The board had no questions.

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

ii. Balance Sheet and Income Statement

Ms. Burns stated the financials were in the packet for the board's review and no action needed to be taken. With no questions from the board, the next item followed.

iii. Ratification of Series 2019 Requisitions #62 - #63

Ms. Burns stated Series 2019 Requisitions #62 and #63 had already been approved but needed to be ratified by the Board.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Series 2019 Requisitions #62 - #63, were ratified.

iv. Ratification of Summary of Series 2020 AA2 Requisitions #1-#10

Ms. Burns stated the summary of Series 2020 Assessment Area 2 Requisitions #1 through #10 had already been approved but needed to be ratified by the Board.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Summary of Series 2020 AA2 Requisitions #1-#10, were ratified.

v. Ratification of Summary of Series 2020 AA3 Requisitions #1-#9

Ms. Burns stated the summary of Series 2020 Assessment Area 3 Requisitions #1 through #9 had already been approved but needed to be ratified by the Board.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Summary of Series 2020 AA3 Requisitions #1-9, were ratified.

vi. Ratification of Funding Request 2019-1 & 2019-2

Ms. Burns stated the funding requests are for construction related expenses for the Series 2019 bonds; they are out of funds. Ms. Burns stated this was a developer funding request for the total of \$59,302.38.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Ratification of Funding Requests 2019-1 & 2019-2, were ratified.

vii. Ratification of Kearney Change Order 2 for Orchid Terrace

Ms. Burns stated this was a change order because the items were being directly purchased from the CDD.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Kearney Change Order 2 for Orchid Terrace, was ratified.

NINTH ORDER OF BUSINESS

Other Business

There was no other business.

TENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

ELEVENTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

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

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION IV

RESOLUTION 2020-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2020/2021; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Highland Meadows West Community Development District ("District") prior to June 15, 2020, proposed budgets ("Proposed Budget") for the fiscal year beginning October 1, 2020 and ending September 30, 2021 ("Fiscal Year 2020/2021"); and

WHEREAS, it is in the best interest of the District to fund the administrative and operations services (together, "Services") set forth in the Proposed Budget by levy of special assessments pursuant to Chapters 170, 190 and 197, Florida Statutes ("Assessments"), as set forth in the preliminary assessment roll included within the Proposed Budget; and

WHEREAS, the District hereby determines that benefits would accrue to the properties within the District, as outlined within the Proposed Budget, in an amount equal to or in excess of the Assessments, and that such Assessments would be fairly and reasonably allocated as set forth in the Proposed Budget; and

WHEREAS, the Board has considered the Proposed Budget, including the Assessments, and desires to set the required public hearings thereon;

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

- **1. PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2020/2021 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. DECLARING ASSESSMENTS. Pursuant to Chapters 170, 190 and 197, Florida Statutes, the Assessments shall defray the cost of the Services in the total estimated amounts set forth in the Proposed Budget. The nature of, and plans and specifications for, the Services to be funded by the Assessments are described in the Proposed Budget and in the reports of the District Engineer, all of which are on file and available for public inspection at the "District's Office," c/o Governmental Management Services, 219 E. Livingston St., Orlando, Florida 32801. The Assessments shall be levied within the District on all benefitted lots and lands, and shall be apportioned, all as described in the Proposed Budget and the preliminary assessment roll included therein. The preliminary assessment roll is also on file and available for public inspection at the District's Office. The Assessments shall be paid in one more installment pursuant to a bill issued by the District in November of 2020, and pursuant to Chapter 170, Florida Statutes, or, alternatively, pursuant to the *Uniform Method* as set forth in Chapter 197, Florida Statutes.

	AC HEARING. A public hearing on the adoption of the Proposed assessments is hereby declared and set for
LOCATION:	346 E. Central Avenue Winter Haven, Florida 33880
event the Declarations remain in eff may be conducted remotely, usin Orders 20-52 and 20-69 issued by 6 such orders may be extended, re Statutes. Information regarding par	tate, and local emergency declarations ("Declarations"). In the fect and if future orders or declarations so authorize, the meeting g communications media technology pursuant to Executive Governor DeSantis on March 9, 2020, and March 20, 2020, as espectively, and pursuant to Section 120.54(5)(b)2., Floridaticipation in any remote hearing may be found at the District's restedd.com, or by contacting the District Manager at 407-841.
regarding this meeting m	ne meeting telephonically on the above date and time must call apted, enter meeting ID: Additional information as be obtained from the District's website om or by contacting the District Manager, Jillian Burns, a 407-841-5524.
GOVERNMENTS. The District Ma	F PROPOSED BUDGET TO LOCAL GENERAL PURPOSE imager is hereby directed to submit a copy of the Proposed Budget to inty at least 60 days prior to the hearing set above.
Statutes, the District's Secretary is fur	POSED BUDGET. In accordance with Section 189.016, <i>Florida</i> rther directed to post the approved Proposed Budget on the District's budget hearing date as set forth in Section 3, and shall remain on the
once a week for a period of two wee	NOTICE. The District shall cause this Resolution to be published its in a newspaper of general circulation published in Polk County earings shall also be mailed to each property owner in the manner
	The invalidity or unenforceability of any one or more provisions oulidity or enforceability of the remaining portions of this Resolution
8. EFFECTIVE DATE	. This Resolution shall take effect immediately upon adoption.
PASSED AND ADOPTED T	THIS 21 ST DAY OF MAY, 2020.
ATTEST:	HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT
Secretary	By: Its:



Proposed Budget FY 2021



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Highland Meadows West

Community Development District

Proposed Budget General Fund

Description	Adopted Budget FY2020	Actuals Thru 3/31/20	Projected Next 6 Months	Total Thru 9/30/20	Proposed Budget FY2021
Revenues					
Assessments	\$0	\$0	\$0	\$0	\$303,273
Assessments - Lot Closings	\$0	\$9,894	\$0	\$9,894	\$0
Developer Contributions	\$265,700	\$130,000	\$74,888	\$204,888	\$0
Boundary Amendment Contributions	\$0	\$18,535	\$1,500	\$20,035	\$0
Total Revenues	\$265,700	\$158,428	\$76,388	\$234,816	\$303,273
<u>Expenditures</u>					
<u>Administrative</u>					
Supervisor Fees	\$12,000	\$4,800	\$6,000	\$10,800	\$12,000
Insurance	\$5,600	\$5,125	\$0	\$5,125	\$5,700
Engineering	\$20,000	\$63	\$10,000	\$10,063	\$20,000
District Counsel	\$20,000	\$16,042	\$3,958	\$20,000	\$20,000
Annual Audit	\$4,000	\$3,000	\$3,000	\$6,000	\$6,000
Assessment Administration	\$5,000	\$0	\$0	\$0	\$5,000
Arbitrage	\$650	\$0	\$650	\$650	\$1,300
Dissemination	\$5,000	\$2,917	\$5,000	\$7,917	\$10,000
Trustee Fees	\$3,500	\$0	\$0	\$0	\$7,000
District Management	\$35,000	\$17,500	\$17,500	\$35,000	\$35,000
Telephone	\$250	\$1	\$125	\$126	\$250
Postage & Delivery	\$500	\$81	\$250	\$331	\$500
Office Supplies	\$1,000	\$20	\$500	\$520	\$1,000
Printing & Binding	\$1,000	\$237	\$500	\$737	\$1,000
Legal Advertising	\$10,000	\$7,843	\$2,157	\$10,000	\$10,000
Miscellaneous	\$5,000	\$240	\$2,500	\$2,740	\$5,000
Boundary Amendment Expenses	\$0	\$20,035	\$0	\$20,035	\$0
Information Technology	\$900	\$2,200	\$450	\$2,650	\$2,350
Dues, Licenses & Fees	\$175	\$175	\$0	\$175	\$175
Subtotal Administrative	\$129,575	\$80,278	\$52,591	\$132,868	\$142,275

Highland Meadows West

Community Development District

Proposed Budget General Fund

Description	Adopted Budget FY2020	Actuals Thru 3/31/20	Projected Next 6 Months	Total Thru 9/30/20	Proposed Budget FY2021
Operations & Maintenance					
Property Insurance	\$1.000	\$167	\$0	\$167	\$6,000
Interlocal Amenity Agreement	\$48,958	\$59,358	\$0	\$59,358	\$59,358
Playground Lease	\$0	\$5,676	\$6,954	\$12,630	\$14,000
Playground Repairs & Maintenance	\$0	\$0	\$0	\$0	\$500
Landscape Maintenance	\$58,000	\$0	\$13,440	\$13,440	\$26,880
Landscape Replacement	\$5,000	\$0	\$2,500	\$2,500	\$5,000
Fertilization	\$13,167	\$0	\$780	\$780	\$1,560
Streetlights	\$0	\$0	\$0	\$0	\$14,700
Electric	\$0	\$338	\$1,800	\$2,138	\$4,000
Water & Sewer	\$0	\$1,135	\$4,800	\$5,935	\$6,000
Irrigation Repairs	\$0	\$0	\$0	\$0	\$2,500
Sidewalk & Asphalt Maintenance	\$0	\$0	\$0	\$0	\$500
General Repairs & Maintenance	\$0	\$0	\$0	\$0	\$5,000
Contingency	\$10,000	\$0	\$5,000	\$5,000	\$15,000
Subtotal Operations & Maintenance	\$136,125	\$66,674	\$35,274	\$101,948	\$160,998
Total Expenditures	\$265,700	\$146,951	\$87,865	\$234,816	\$303,273
Excess Revenues/(Expenditures)	\$0	\$11,477	(\$11,477)	\$0	\$0

Net Assessments	\$303,273
Add: Discounts & Collections 6%	\$19,358
Gross Assessments	\$322,631
Assessable Units	442
Per Unit Gross Assessment	\$729.93

GENERAL FUND BUDGET

REVENUES:

Assessments

The District levy a non-ad valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the fiscal year.

EXPENDITURES:

Administrative:

Supervisor Fees

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

Public Officials Insurance

The District's public officials liability insurance coverages.

General Liability Insurance

The District's general liability insurance coverages.

Engineering

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

District Counsel

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

<u>Annual Audit</u>

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

GENERAL FUND BUDGET

Assessment Administration

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

Arbitrage

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

Dissemination

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

Trustee Fees

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

District Management

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

Telephone

Telephone and fax machine.

Postage & Delivery

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

Office Supplies

Miscellaneous office supplies.

Printing & Binding

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

GENERAL FUND BUDGET

<u>Legal Advertising</u>

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

Miscellaneous

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

Information Technology

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

Dues, Licenses & Fees

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

Operations & Maintenance:

Property Insurance

The District's property insurance coverages.

Interlocal Amenity Agreement

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

Playground Lease

The District has entered into a leasing agreement for playgrounds installed in the community.

Playground Repairs & Maintenance

This District will incur costs related to the maintenance of its playground.

Landscape Maintenance

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

GENERAL FUND BUDGET

Landscape Replacement

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

Fertilization

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

Streetlights

Represents the cost to maintain street lights within the District Boundaries that are expected to be in place throughout the fiscal year.

Electric

Represents current and estimated electric charges of common areas throughout the District.

Water & Sewer

Represents current and estimated costs for water and refuse services provided for common areas throughout the District.

Irrigation Repairs

Represents the cost of maintaining and repairing the irrigation system. This includes the sprinklers, and irrigation wells.

Sidewalk & Asphalt Maintenance

Represents the estimated costs of maintaining the sidewalks and asphalt within the District's Boundaries.

General Repairs & Maintenance

Represents estimated costs for general repairs and maintenance of the District's common areas.

<u>Contingency</u>

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

Highland Meadows West COMMUNITY DEVELOPMENT DISTRICT

Proposed Budget Debt Service Fund Series 2019

	Adopted Budget FY2020	Actual Thru 3/31/20	Projected Next 6 Months	Projected Thru 9/30/20	Proposed Budget FY2021
Revenues					
Special Assessments	\$411,969	\$129,213	\$227,756	\$356,969	\$379,650
Assessments - Prepayments	\$0	\$504,237	\$0	\$504,237	\$0
Interest Income	\$500	\$3,231	\$1,500	\$4,731	\$1,000
Carry Forward Surplus	\$158,060	\$193,747	\$0	\$193,747	\$249,765
Total Revenues	\$570,529	\$830,428	\$229,256	\$1,059,684	\$630,415
Expenses					
Interest - 11/1	\$157,567	\$157,567	\$0	\$157,567	\$140,525
Principal - 11/1	\$0	\$0	\$0	\$0	\$105,000
Interest - 5/1	\$152,484	\$0	\$152,484	\$152,484	\$138,425
Special Call - 5/1	\$0	\$0	\$500,000	\$500,000	\$0
Total Expenditures	\$310,052	\$157,567	\$652,484	\$810,051	\$383,950
Other Financing Sources					
Transfer In (Out)	\$0	\$132	\$0	\$132	\$0
Total Other Financing Sources (Uses)	\$0	\$132	\$0	\$132	\$0
Excess Revenues/(Expenditures)	\$260,477	\$672,993	(\$423,228)	\$249,765	\$246,465
				Principal - 11/1/2021	\$100,000
				Interest - 11/1/2021	\$100,000
				Total	\$238,425
				i Otal	ΨΣΟΟ

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

Amortization Schedule

Date	Balance		Р	Principal Interest		Annual		
	_					-		
11/1/20	\$ 5,885,000		\$	105,000	\$	140,525	\$	245,525
5/1/21	\$ 5,780,000		\$	-	\$	138,425	\$	-
11/1/21	\$ 5,780,000		\$	100,000	\$	138,425	\$	376,850
5/1/22	\$ 5,680,000		\$	-	\$	136,425	\$	-
11/1/22	\$ 5,680,000		\$	105,000	\$	136,425	\$	377,850
5/1/23	\$ 5,575,000		\$	-	\$	134,325	\$	-
11/1/23	\$ 5,575,000		\$	110,000	\$	134,325	\$	378,650
5/1/24	\$ 5,350,000		\$	-	\$	132,125	\$	-
11/1/24	\$ 5,350,000		\$	115,000	\$	132,125	\$	379,250
5/1/25	\$ 5,350,000		\$	-	\$	129,825	\$	-
11/1/25	\$ 5,350,000		\$	120,000	\$	129,825	\$	379,650
5/1/26	\$ 5,230,000		\$	-	\$	127,350	\$	-
11/1/26	\$ 5,230,000		\$	120,000	\$	127,350	\$	374,700
5/1/27	\$ 5,110,000		\$	-	\$	124,875	\$	-
11/1/27	\$ 5,110,000		\$	125,000	\$	124,875	\$	374,750
5/1/28	\$ 4,985,000		\$	-	\$	122,297	\$	-
11/1/28	\$ 4,985,000		\$	135,000	\$	122,297	\$	379,594
5/1/29	\$ 4,710,000		\$	-	\$	119,513	\$	-
11/1/29	\$ 4,710,000		\$	140,000	\$	119,513	\$	379,025
5/1/30	\$ 4,710,000		\$	-	\$	116,625	\$	-
11/1/30	\$ 4,710,000		\$	145,000	\$	116,625	\$	378,250
5/1/31	\$ 4,565,000	9	\$	-	\$	113,091	\$	-
11/1/31	\$ 4,565,000	9	\$	150,000	\$	113,091	\$	376,181
5/1/32	\$ 4,415,000		\$	-	\$	109,434	\$	-
11/1/32	\$ 4,415,000	9	\$	160,000	\$	109,434	\$	378,869
5/1/33	\$ 4,255,000	9	\$	-	\$	105,534	\$	-
11/1/33	\$ 4,255,000	9	\$	165,000	\$	105,534	\$	376,069
5/1/34	\$ 4,090,000	9	\$	-	\$	101,513	\$	-
11/1/34	\$ 4,090,000	9	\$	175,000	\$	101,513	\$	378,025
5/1/35	\$ 3,915,000		\$	-	\$	97,247	\$	-
11/1/35	\$ 3,915,000	\$	\$	185,000	\$	97,247	\$	379,494
5/1/36	\$ 3,730,000	9	\$	-	\$	92,738	\$	-
11/1/36	\$ 3,730,000		\$	190,000	\$	92,738	\$	375,475
5/1/37	\$ 3,540,000	9	\$	-	\$	88,106	\$	-
11/1/37	\$ 3,540,000	9	\$	200,000	\$	88,106	\$	376,213
5/1/38	\$ 3,340,000		\$	-	\$	83,231	\$	-

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

Amortization Schedule

Date	Balance	Principal Interest		Annual		
11/1/38	\$ 3,340,000	\$;	210,000	\$ 83,231	\$	376,463
5/1/39	\$ 2,910,000	\$;	-	\$ 78,113	\$	-
11/1/39	\$ 2,910,000	\$;	220,000	\$ 78,113	\$	376,225
5/1/40	\$ 2,910,000	\$;	-	\$ 72,750	\$	-
11/1/40	\$ 2,910,000	\$;	230,000	\$ 72,750	\$	375,500
5/1/41	\$ 2,680,000	\$;	-	\$ 67,000	\$	-
11/1/41	\$ 2,680,000	\$;	245,000	\$ 67,000	\$	379,000
5/1/42	\$ 2,435,000	\$;	-	\$ 60,875	\$	-
11/1/42	\$ 2,435,000	\$;	255,000	\$ 60,875	\$	376,750
5/1/43	\$ 2,180,000	\$;	-	\$ 54,500	\$	-
11/1/43	\$ 2,180,000	\$;	270,000	\$ 54,500	\$	379,000
5/1/44	\$ 1,910,000	\$;	-	\$ 47,750	\$	-
11/1/44	\$ 1,910,000	\$;	280,000	\$ 47,750	\$	375,500
5/1/45	\$ 1,630,000	\$;	-	\$ 40,750	\$	-
11/1/45	\$ 1,630,000	\$;	295,000	\$ 40,750	\$	376,500
5/1/46	\$ 1,335,000	\$;	-	\$ 33,375	\$	-
11/1/46	\$ 1,335,000	\$;	310,000	\$ 33,375	\$	376,750
5/1/47	\$ 1,025,000	\$;	-	\$ 25,625	\$	-
11/1/47	\$ 1,025,000	\$;	325,000	\$ 25,625	\$	376,250
5/1/48	\$ 700,000	\$;	-	\$ 17,500	\$	-
11/1/48	\$ 700,000	\$;	340,000	\$ 17,500	\$	375,000
5/1/49	\$ 360,000	\$;	-	\$ 9,000	\$	-
11/1/49	\$ 360,000	\$;	360,000	\$ 9,000	\$	378,000
Totals		\$ 5 5	5,885,000	\$ 5,300,356	\$ 1	1,185,356

Highland Meadows West COMMUNITY DEVELOPMENT DISTRICT

Proposed Budget Debt Service Fund Series 2020 A2

	Adopted Budget FY2020	Actual Thru 3/31/20	Projected Next 6 Months	Projected Thru 9/30/20	Proposed Budget FY2021
Revenues					
Special Assessments	\$0	\$0	\$0	\$0	\$157,456
Bond Proceeds	\$0	\$0	\$0	\$0	\$0
Interest Income	\$0	\$89	\$0	\$89	\$0
Carry Forward Surplus	\$0	\$0	\$0	\$0	\$50,830
Total Revenues	\$0	\$89	\$0	\$89	\$208,286
Expenses					
Interest - 11/1	\$0	\$0	\$0	\$0	\$50,741
Principal - 5/1	\$0	\$0	\$0	\$0	\$55,000
Interest - 5/1	\$0	\$0	\$20,578	\$20,578	\$50,741
Total Expenditures	\$0	\$0	\$20,578	\$20,578	\$156,481
Other Financing Sources					
Bond Proceeds	\$0	\$228,775	\$0	\$228,775	\$0
Total Other Financing Sources (Uses)	\$0	\$228,775	\$0	\$228,775	\$0
Excess Revenues/(Expenditures)	\$0	\$228,864	(\$20,578)	\$208,286	\$51,805
			In	terest - 11/1/2021	\$49,950

\$49,950 Total

		Maximum Annual	Per Unit Net Debt	Per Unit Gross Debt
Product Type	No. of Units	Debt Service	Assessment	Assessment
Single Family	130	\$157,456	\$1,211	\$1,302
	130	\$157,456		

Highland Meadows West Community Development District Series 2020 A2, Special Assessment Bonds (Combined)

Amortization Schedule

Date	Balance		Principal		Interest	Annual
5/1/20	\$ 2,770,000		\$	_	\$ 20,578	\$ _
11/1/20	\$ 2,770,000		\$	_	\$ 50,741	\$ 71,319
5/1/21	\$ 2,770,000		\$	55,000	\$ 50,741	\$ - 1,010
11/1/21	\$ 2,715,000		\$	-	\$ 49,950	\$ 155,691
5/1/22	\$ 2,715,000		\$	55,000	\$ 49,950	\$ -
11/1/22	\$ 2,660,000		\$	-	\$ 49,159	\$ 154,109
5/1/23	\$ 2,660,000		\$	60,000	\$ 49,159	\$ -
11/1/23	\$ 2,600,000		\$	-	\$ 48,297	\$ 157,456
5/1/24	\$ 2,600,000		\$	60,000	\$ 48,297	\$ _
11/1/24	\$ 2,480,000		\$	-	\$ 47,434	\$ 155,731
5/1/25	\$ 2,480,000		\$	60,000	\$ 47,434	\$ -
11/1/25	\$ 2,480,000		\$	-	\$ 46,572	\$ 154,006
5/1/26	\$ 2,480,000		\$	65,000	\$ 46,572	\$ -
11/1/26	\$ 2,415,000		\$	-	\$ 45,516	\$ 157,088
5/1/27	\$ 2,415,000		\$	65,000	\$ 45,516	\$ -
11/1/27	\$ 2,350,000		\$	-	\$ 44,459	\$ 154,975
5/1/28	\$ 2,350,000		\$	65,000	\$ 44,459	\$ -
11/1/28	\$ 2,285,000		\$	-	\$ 43,403	\$ 152,863
5/1/29	\$ 2,285,000		\$	70,000	\$ 43,403	\$ -
11/1/29	\$ 2,070,000		\$	-	\$ 42,266	\$ 155,669
5/1/30	\$ 2,070,000		\$	70,000	\$ 42,266	\$ -
11/1/30	\$ 2,070,000	5	\$	-	\$ 41,128	\$ 153,394
5/1/31	\$ 2,070,000	5	\$	75,000	\$ 41,128	\$ -
11/1/31	\$ 2,070,000	5	\$	-	\$ 39,909	\$ 156,038
5/1/32	\$ 2,070,000	5	\$	75,000	\$ 39,909	\$ -
11/1/32	\$ 1,995,000	5	\$	-	\$ 38,550	\$ 153,459
5/1/33	\$ 1,995,000	9	\$	80,000	\$ 38,550	\$ -
11/1/33	\$ 1,915,000		\$	-	\$ 37,100	\$ 155,650
5/1/34	\$ 1,915,000	9	\$	80,000	\$ 37,100	\$ -
11/1/34	\$ 1,835,000	5	\$	-	\$ 35,650	\$ 152,750
5/1/35	\$ 1,835,000	5	\$	85,000	\$ 35,650	\$ -
11/1/35	\$ 1,750,000	5	\$	-	\$ 34,109	\$ 154,759
5/1/36	\$ 1,750,000	5	\$	90,000	\$ 34,109	\$ -
11/1/36	\$ 1,660,000		\$	-	\$ 32,478	\$ 156,588
5/1/37	\$ 1,660,000		\$	90,000	\$ 32,478	\$ -
11/1/37	\$ 1,570,000		\$	-	\$ 30,847	\$ 153,325
5/1/38	\$ 1,570,000		\$	95,000	\$ 30,847	\$ -
11/1/38	\$ 1,475,000	Ç	\$	-	\$ 29,125	\$ 154,972

Highland Meadows West Community Development District Series 2020 A2, Special Assessment Bonds (Combined)

Amortization Schedule

Date	Balance		F	Principal	Interest	Annual
5/1/39	\$ 1,475,000	:	\$	100,000	\$ 29,125	\$ -
11/1/39	\$ 1,275,000	:	\$	-	\$ 27,313	\$ 156,438
5/1/40	\$ 1,275,000	:	\$	100,000	\$ 27,313	\$ -
11/1/40	\$ 1,275,000	:	\$	-	\$ 25,500	\$ 152,813
5/1/41	\$ 1,275,000	:	\$	105,000	\$ 25,500	\$ -
11/1/41	\$ 1,170,000	:	\$	-	\$ 23,400	\$ 153,900
5/1/42	\$ 1,170,000	:	\$	110,000	\$ 23,400	\$ -
11/1/42	\$ 1,060,000	:	\$	-	\$ 21,200	\$ 154,600
5/1/43	\$ 1,060,000		\$	115,000	\$ 21,200	\$ -
11/1/43	\$ 945,000	:	\$	-	\$ 18,900	\$ 155,100
5/1/44	\$ 945,000	:	\$	120,000	\$ 18,900	\$ -
11/1/44	\$ 825,000		\$	-	\$ 16,500	\$ 155,400
5/1/45	\$ 825,000		\$	125,000	\$ 16,500	\$ -
11/1/45	\$ 700,000		\$	-	\$ 14,000	\$ 155,500
5/1/46	\$ 700,000		\$	130,000	\$ 14,000	\$ -
11/1/46	\$ 570,000	:	\$	-	\$ 11,400	\$ 155,400
5/1/47	\$ 570,000	:	\$	135,000	\$ 11,400	\$ -
11/1/47	\$ 435,000		\$	-	\$ 8,700	\$ 155,100
5/1/48	\$ 435,000		\$	140,000	\$ 8,700	\$ -
11/1/48	\$ 295,000	:	\$	-	\$ 5,900	\$ 154,600
5/1/49	\$ 295,000		\$	145,000	\$ 5,900	\$ -
11/1/49	\$ 150,000		\$	-	\$ 3,000	\$ 153,900
5/1/50	\$ 150,000		\$	150,000	\$ 3,000	\$ -
11/1/50	\$ -		\$	-	\$ -	\$ 153,000
Totals	_		\$ 2	2,770,000	\$ 1,945,591	\$ 4,715,591

Highland Meadows West COMMUNITY DEVELOPMENT DISTRICT

Proposed Budget Debt Service Fund **Series 2020 A3**

	Adopted Budget FY2020	Actual Thru 3/31/20	Projected Next 6 Months	Projected Thru 9/30/20	Proposed Budget FY2021
Revenues					
Special Assessments	\$0	\$0	\$0	\$0	\$55,769
Bond Proceeds	\$0	\$0	\$0	\$0	\$0
Interest Income	\$0	\$31	\$0	\$31	\$0
Carry Forward Surplus	\$0	\$0	\$0	\$0	\$17,528
Total Revenues	\$0	\$31	\$0	\$31	\$73,297
Expenses					
Interest - 11/1	\$0	\$0	\$0	\$0	\$17,497
Principal - 5/1	\$0	\$0	\$0	\$0	\$20,000
Interest - 5/1	\$0	\$0	\$7,096	\$7,096	\$17,497
Total Expenditures	\$0	\$0	\$7,096	\$7,096	\$54,994
Other Financing Sources					
Bond Proceeds	\$0	\$80,365	\$0	\$80,365	\$0
Total Other Financing Sources (Uses)	\$0	\$80,365	\$0	\$80,365	\$0
Excess Revenues/(Expenditures)	\$0	\$80,396	(\$7,096)	\$73,300	\$18,303
				Interest - 11/1/2021	\$17,209
				Total	\$17,209
			Maximum	Per Unit	Per Unit
			Annual	Net Debt	Gross Debt
	Product Type	No. of Units	Debt Service	Assessment	Assessment

		Maximum	Per Unit	Per Unit
		Annual	Net Debt	Gross Debt
Product Type	No. of Units	Debt Service	Assessment	Assessment
Single Family	46	\$55,769	\$1,212	\$1,304
	46	\$55,769		

Highland Meadows West Community Development District Series 2020 A3, Special Assessment Bonds (Combined)

Amortization Schedule

5/1/20 \$ 955,000 \$ - \$ 7,096 \$ - 11/1497 \$ 24,593 5/1/21 \$ 955,000 \$ 20,000 \$ 17,497 \$ 24,593 5/1/21 \$ 955,000 \$ 20,000 \$ 17,497 \$ - \$ 17,099 \$ 54,706 5/1/22 \$ 935,000 \$ 20,000 \$ 17,209 \$ 54,706 5/1/22 \$ 935,000 \$ 20,000 \$ 17,209 \$ - \$ 16,922 \$ 54,131 5/1/23 \$ 915,000 \$ 20,000 \$ 16,922 \$ 54,131 5/1/23 \$ 915,000 \$ 20,000 \$ 16,634 \$ 53,556 5/1/24 \$ 895,000 \$ 20,000 \$ 16,634 \$ 53,556 5/1/24 \$ 895,000 \$ 20,000 \$ 16,634 \$ - \$ 16,634 \$ 7 - \$ 16,634 \$ 52,981 5/1/26 \$ 885,000 \$ 20,000 \$ 16,634 \$ - \$ 16,634 \$ - \$ 11/1/12 \$ 855,000 \$ 20,000 \$ 16,634 \$ - \$ 11/1/12 \$ 11/1/12 \$ 855,000 \$ 20,000 \$ 16,059 \$ 2,406 \$ 1/1/12 \$ 855,000 \$ 20,000 \$ 16,059 \$ 2,406 \$ 11/1/12 \$	Date	E	Balance	P	rincipal	Interest	Annual
11/1/20					-		
5/1/21 \$ 955,000 \$ 20,000 \$ 17,497 \$ - 54,709 11/1/21 \$ 935,000 \$ 2,000 \$ 17,209 \$ - 54,709 5/1/22 \$ 935,000 \$ 20,000 \$ 17,209 \$ - 11,11/22 5/1/23 \$ 915,000 \$ 20,000 \$ 16,922 \$ 54,131 5/1/24 \$ 895,000 \$ 20,000 \$ 16,634 \$ - 51,124 5/1/24 \$ 895,000 \$ 20,000 \$ 16,634 \$ - 51,124 5/1/25 \$ 855,000 \$ 20,000 \$ 16,634 \$ - 11,11/25 5/1/26 \$ 855,000 \$ 20,000 \$ 16,037 \$ - 52,406 5/1/26 \$ 855,000 \$ 20,000 \$ 16,059 \$ - 11/1/26 5/1/26 \$ 855,000 \$ 20,000 \$ 16,059 \$ - 11/1/26 5/1/26 \$ 855,000 \$ 20,000 \$ 15,734 \$ - 17,94 5/1/27 \$ 835,000 \$ 20,000 \$ 15,734 \$ - 17,94 5/1/28 \$ 815,000 \$ 20,000 \$ 15,409 \$ - 11/1/29 5/1/28 \$ 815,000 \$ 25,000	5/1/20	\$	955,000	\$	-	\$ 7,096	\$ -
11/1/21 \$ 935,000 \$ 20,000 \$ 17,209 \$ 54,706 5/1/22 \$ 935,000 \$ 20,000 \$ 17,209 \$ - 11/1/23 \$ 915,000 \$ 20,000 \$ 16,922 \$ - 5/1/23 \$ 915,000 \$ 20,000 \$ 16,634 \$ 53,556 5/1/24 \$ 895,000 \$ 20,000 \$ 16,634 \$ 53,556 5/1/24 \$ 895,000 \$ 20,000 \$ 16,347 \$ 52,981 1/1/1/25 \$ 855,000 \$ 20,000 \$ 16,347 \$ - 1/1/25 \$ 855,000 \$ 20,000 \$ 16,059 \$ 52,406 5/1/26 \$ 855,000 \$ 20,000 \$ 16,059 \$ 52,406 5/1/26 \$ 855,000 \$ 20,000 \$ 16,059 \$ 52,406 5/1/27 \$ 835,000 \$ 20,000 \$ 16,059 \$ 52,406 5/1/27 \$ 835,000 \$ 20,000 \$ 16,059 \$ 52,406 5/1/28 \$ 835,000 \$ 20,000 \$ 15,734 \$ - 11/1/27 \$ 815,000 \$ 25,000 \$ 15,409 \$ -	11/1/20	\$	955,000	\$	-	\$ 17,497	\$ 24,593
5/1/22 \$ 935,000 \$ 20,000 \$ 17,209 \$ -1 11/1/22 \$ 915,000 \$ -8 16,922 \$ 54,131 5/1/23 \$ 915,000 \$ 20,000 \$ 16,922 \$ 54,131 5/1/24 \$ 895,000 \$ 20,000 \$ 16,634 \$ 53,556 5/1/24 \$ 895,000 \$ 20,000 \$ 16,634 \$ - 11/1/24 \$ 855,000 \$ 20,000 \$ 16,347 \$ 52,981 5/1/25 \$ 855,000 \$ 20,000 \$ 16,059 \$ 2,406 5/1/26 \$ 855,000 \$ 20,000 \$ 16,059 \$ - 11/1/26 \$ 835,000 \$ 20,000 \$ 15,734 \$ 51,794 5/1/27 \$ 835,000 \$ 20,000 \$ 15,734 \$ 51,794 5/1/27 \$ 835,000 \$ 20,000 \$ 15,734 \$ - 11/1/27 \$ 835,000 \$ 20,000 \$ 15,734 \$ - 11/1/28 \$ 790,000 \$ 25,000 \$ 15,009 \$ - 11/1/28 \$ 790,000 \$ 25,000 \$ 15,003 \$ 54,600	5/1/21	\$	955,000	\$	20,000	\$ 17,497	\$ -
11/1/22 \$ 915,000 \$ 20,000 \$ 16,922 \$ 54,131 5/1/23 \$ 915,000 \$ 20,000 \$ 16,922 \$ - 11/1/24 \$ 895,000 \$ 20,000 \$ 16,634 \$ - 5/1/24 \$ 895,000 \$ 20,000 \$ 16,347 \$ 52,981 5/1/25 \$ 855,000 \$ 20,000 \$ 16,347 \$ - 11/1/25 \$ 855,000 \$ 20,000 \$ 16,347 \$ - 11/1/26 \$ 855,000 \$ 20,000 \$ 16,347 \$ - 11/1/26 \$ 835,000 \$ 20,000 \$ 16,059 \$ - 11/1/27 \$ 835,000 \$ 20,000 \$ 15,734 \$ 51,794 5/1/27 \$ 835,000 \$ 20,000 \$ 15,734 \$ 51,794 5/1/27 \$ 835,000 \$ 20,000 \$ 15,734 \$ - 11/1/27 \$ 815,000 \$ 20,000 \$ 15,734 \$ - 11/1/28 \$ 790,000 \$ 25,000 \$ 15,003 \$ 55,413 5/1/29 \$ 790,000 \$ 25,000 \$ 14,597 \$ 54,600	11/1/21	\$	935,000	\$	-	\$ 17,209	\$ 54,706
5/1/23 \$ 915,000 \$ 20,000 \$ 16,922 \$ - 11/1/23 \$ 3895,000 \$ - \$ 16,634 \$ 53,556 5/1/24 \$ 895,000 \$ 20,000 \$ 16,634 \$ - 2,000 \$ 16,634 \$ 52,556 5/1/24 \$ 855,000 \$ 20,000 \$ 16,347 \$ 52,981 5/1/25 \$ 855,000 \$ 20,000 \$ 16,059 \$ 52,406 5/1/26 \$ 855,000 \$ 20,000 \$ 16,059 \$ 52,406 5/1/26 \$ 835,000 \$ 20,000 \$ 16,059 \$ - 2,406 5/1/26 \$ 835,000 \$ 20,000 \$ 16,059 \$ - 2,406 5/1/27 \$ 835,000 \$ 20,000 \$ 16,059 \$ - 2,406 5/1/27 \$ 835,000 \$ 20,000 \$ 16,059 \$ - 2,406 5/1/27 \$ 835,000 \$ 20,000 \$ 15,734 \$ 51,794 5/1/27 \$ 835,000 \$ 20,000 \$ 15,734 \$ 51,794 5/1/27 \$ 835,000 \$ 25,000 \$ 15,409 \$ 51,144 5/1/28 \$ 815,000 \$ 25,000 \$ 15,409 \$ 51,144 5/1/28 \$ 815,000 \$ 25,000 \$ 15,003 \$ 55,413 5/1/29 \$ 790,000 \$ 25,000	5/1/22	\$	935,000	\$	20,000	\$ 17,209	\$ -
11/1/23 \$ 895,000 \$ 20,000 \$ 16,634 \$ - 5/1/24 \$ 895,000 \$ 20,000 \$ 16,634 \$ - 11/1/24 \$ 855,000 \$ - \$ 16,634 \$ - 5/1/25 \$ 855,000 \$ 20,000 \$ 16,059 \$ - 11/1/26 \$ 855,000 \$ 20,000 \$ 16,059 \$ - 5/1/26 \$ 855,000 \$ 20,000 \$ 16,059 \$ - 11/1/26 \$ 835,000 \$ 20,000 \$ 15,734 \$ 51,794 5/1/27 \$ 835,000 \$ 20,000 \$ 15,734 \$ - 11/1/27 \$ 815,000 \$ 20,000 \$ 15,409 \$ 51,794 5/1/28 \$ 815,000 \$ 25,000 \$ 15,409 \$ 51,144 5/1/28 \$ 815,000 \$ 25,000 \$ 15,409 \$ 51,144 5/1/29 \$ 790,000 \$ 25,000 \$ 15,003 \$ - 11/1/29 \$ 790,000 \$ 25,000 \$ 14,597 \$ 54,600 5/1/30 \$ 715,000 \$ 25,000 \$ 14,597 \$ -	11/1/22	\$	915,000	\$	-	\$ 16,922	\$ 54,131
5/1/24 \$ 895,000 \$ 20,000 \$ 16,634 \$ - 2,81 11/1/24 \$ 855,000 \$ 20,000 \$ 16,347 \$ 52,981 5/1/25 \$ 855,000 \$ 20,000 \$ 16,347 \$ - 11/1/25 11/1/25 \$ 855,000 \$ 20,000 \$ 16,059 \$ 52,406 5/1/26 \$ 855,000 \$ 20,000 \$ 16,059 \$ - 11/1/26 11/1/26 \$ 835,000 \$ 20,000 \$ 15,734 \$ 51,794 5/1/27 \$ 835,000 \$ 20,000 \$ 15,734 \$ - 11/1/27 5/1/28 \$ 815,000 \$ 25,000 \$ 15,409 \$ - 11/144 5/1/28 \$ 815,000 \$ 25,000 \$ 15,409 \$ - 11/144 5/1/29 \$ 790,000 \$ 25,000 \$ 15,409 \$ - 11/142 5/1/29 \$ 790,000 \$ 25,000 \$ 15,003 \$ 5,413 5/1/30 \$ 715,000 \$ 25,000 \$ 14,597 \$ 54,600 5/1/31 \$ 715,000 \$ 25,000 \$ 14,191 \$ 53,788 5/1/32 \$ 715,000 \$ 25,000 \$ 13,	5/1/23	\$	915,000	\$	20,000	\$ 16,922	\$ -
11/1/24 \$ 855,000 \$ 20,000 \$ 16,347 \$ 52,981 5/1/25 \$ 855,000 \$ 20,000 \$ 16,347 \$ - 11/1/25 \$ 855,000 \$ 20,000 \$ 16,059 \$ 52,406 5/1/26 \$ 855,000 \$ 20,000 \$ 16,059 \$ - 11/1/26 \$ 835,000 \$ 20,000 \$ 15,734 \$ 51,794 5/1/27 \$ 835,000 \$ 20,000 \$ 15,734 \$ - 11/1/27 \$ 815,000 \$ 20,000 \$ 15,409 \$ 51,144 5/1/28 \$ 815,000 \$ 25,000 \$ 15,409 \$ - 11/1/28 \$ 790,000 \$ 25,000 \$ 15,003 \$ 55,413 5/1/29 \$ 790,000 \$ 25,000 \$ 14,597 \$ 54,600 5/1/30 \$ 715,000 \$ 25,000 \$ 14,597 \$ 54,600 5/1/31 \$ 715,000 \$ 25,000 \$ 14,191 \$ - 11/1/32 \$ 715,000 \$ 25,000 \$ 13,784 \$ 52,975 5/1/32 \$ 715,000 \$ 25,000 \$ 13,784 \$ - </td <td>11/1/23</td> <td>\$</td> <td>895,000</td> <td>\$</td> <td>-</td> <td>\$ 16,634</td> <td>\$ 53,556</td>	11/1/23	\$	895,000	\$	-	\$ 16,634	\$ 53,556
5/1/25 \$ 855,000 \$ 20,000 \$ 16,347 \$ -2,406 11/1/26 \$ 855,000 \$ 20,000 \$ 16,059 \$ 52,406 5/1/26 \$ 855,000 \$ 20,000 \$ 16,059 \$ -2 11/1/26 \$ 835,000 \$ 20,000 \$ 15,734 \$ 51,794 5/1/27 \$ 835,000 \$ 20,000 \$ 15,734 \$ -1 11/1/27 \$ 815,000 \$ 25,000 \$ 15,409 \$ 51,144 5/1/28 \$ 815,000 \$ 25,000 \$ 15,409 \$ -1 11/1/28 \$ 790,000 \$ -2 \$ 15,003 \$ 55,413 5/1/29 \$ 790,000 \$ 25,000 \$ 15,003 \$ -1 11/1/29 \$ 790,000 \$ 25,000 \$ 15,003 \$ -1 11/1/29 \$ 715,000 \$ 25,000 \$ 14,597 \$ 54,600 5/1/30 \$ 715,000 \$ 25,000 \$ 14,191 \$ 53,788 5/1/31 \$ 715,000 \$ 25,000 \$ 14,191 \$ -2 11/1/32 \$ 690,000 \$ 25,000 \$ 13,331 \$ 52,975	5/1/24	\$	895,000	\$	20,000	\$ 16,634	\$ -
11/1/25 \$ 855,000 \$ 20,000 \$ 16,059 \$ 52,406 5/1/26 \$ 855,000 \$ 20,000 \$ 16,059 \$ - 11/1/26 \$ 835,000 \$ 20,000 \$ 15,734 \$ 51,794 5/1/27 \$ 835,000 \$ 20,000 \$ 15,734 \$ - 11/1/27 \$ 815,000 \$ 25,000 \$ 15,409 \$ 51,144 5/1/28 \$ 815,000 \$ 25,000 \$ 15,409 \$ - 11/1/28 \$ 790,000 \$ 25,000 \$ 15,003 \$ 54,413 5/1/29 \$ 790,000 \$ 25,000 \$ 15,003 \$ - 11/1/29 \$ 715,000 \$ 25,000 \$ 14,597 \$ 54,600 5/1/30 \$ 715,000 \$ 25,000 \$ 14,597 \$ - 11/1/31 \$ 715,000 \$ 25,000 \$ 14,191 \$ 53,788 5/1/31 \$ 715,000 \$ 25,000 \$ 14,191 \$ - 11/1/32 \$ 690,000 \$ 25,000 \$ 13,784 \$ 52,975 5/1/32 \$ 715,000 \$ 25,000 \$ 13,331 \$ -	11/1/24	\$	855,000	\$	-	\$ 16,347	\$ 52,981
5/1/26 \$ 855,000 \$ 20,000 \$ 16,059 \$ - 11/1/26 \$ 835,000 \$ 20,000 \$ 15,734 \$ 51,794 5/1/27 \$ 835,000 \$ 20,000 \$ 15,734 \$ - 11/1/27 \$ 815,000 \$ 25,000 \$ 15,734 \$ - 11/1/28 \$ 815,000 \$ 25,000 \$ 15,409 \$ 51,144 5/1/28 \$ 815,000 \$ 25,000 \$ 15,003 \$ 55,113 5/1/29 \$ 790,000 \$ 25,000 \$ 15,003 \$ 54,13 5/1/29 \$ 790,000 \$ 25,000 \$ 14,597 \$ 54,600 5/1/30 \$ 715,000 \$ 25,000 \$ 14,597 \$ - 11/1/30 \$ 715,000 \$ 25,000 \$ 14,191 \$ 53,788 5/1/31 \$ 715,000 \$ 25,000 \$ 14,191 \$ - 11/1/31 \$ 715,000 \$ 25,000 \$ 14,191 \$ - 11/1/32 \$ 690,000 \$ 25,000 \$ 13,784 \$ 52,975 5/1/33 \$ 690,000 \$ 25,000 \$ 13,331 \$ 52,116 <td>5/1/25</td> <td>\$</td> <td>855,000</td> <td>\$</td> <td>20,000</td> <td>\$ 16,347</td> <td>\$ -</td>	5/1/25	\$	855,000	\$	20,000	\$ 16,347	\$ -
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	11/1/37	\$	545,000	\$	-	\$ 10,703	\$ 51,950
	5/1/38	\$	545,000	\$	35,000	\$ 10,703	-
	11/1/38	\$	510,000	\$	-	\$ 10,069	\$ 55,772

Highland Meadows West Community Development District Series 2020 A3, Special Assessment Bonds (Combined)

Amortization Schedule

Date	Balance	ı	Principal	Interest	Annual
5/1/39	\$ 510,000	\$	35,000	\$ 10,069	\$ -
11/1/39	\$ 440,000	\$	-	\$ 9,434	\$ 54,503
5/1/40	\$ 440,000	\$	35,000	\$ 9,434	\$ -
11/1/40	\$ 440,000	\$	-	\$ 8,800	\$ 53,234
5/1/41	\$ 440,000	\$	35,000	\$ 8,800	\$ -
11/1/41	\$ 405,000	\$	-	\$ 8,100	\$ 51,900
5/1/42	\$ 405,000	\$	40,000	\$ 8,100	\$ -
11/1/42	\$ 365,000	\$	-	\$ 7,300	\$ 55,400
5/1/43	\$ 365,000	\$	40,000	\$ 7,300	\$ -
11/1/43	\$ 325,000	\$	-	\$ 6,500	\$ 53,800
5/1/44	\$ 325,000	\$	40,000	\$ 6,500	\$ -
11/1/44	\$ 285,000	\$	-	\$ 5,700	\$ 52,200
5/1/45	\$ 285,000	\$	45,000	\$ 5,700	\$ -
11/1/45	\$ 240,000	\$	-	\$ 4,800	\$ 55,500
5/1/46	\$ 240,000	\$	45,000	\$ 4,800	\$ -
11/1/46	\$ 195,000	\$	-	\$ 3,900	\$ 53,700
5/1/47	\$ 195,000	\$	45,000	\$ 3,900	\$ -
11/1/47	\$ 150,000	\$	-	\$ 3,000	\$ 51,900
5/1/48	\$ 150,000	\$	50,000	\$ 3,000	\$ -
11/1/48	\$ 100,000	\$	-	\$ 2,000	\$ 55,000
5/1/49	\$ 100,000	\$	50,000	\$ 2,000	\$ _
11/1/49	\$ 50,000	\$	-	\$ 1,000	\$ 53,000
5/1/50	\$ 50,000	\$	50,000	\$ 1,000	\$ -
11/1/50	\$ -	\$	-	\$ -	\$ 51,000
Totals		\$	955,000	\$ 671,646	\$ 1,626,646

SECTION V

RESOLUTION 2020-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A DATE, TIME AND LOCATION FOR A LANDOWNERS' MEETING AND ELECTION; PROVIDING FOR PUBLICATION; ESTABLISHING FORMS FOR THE LANDOWNERS' ELECTION; AND PROVIDING FOR SEVERABILITY AND 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 Haines City, Florida; and

WHEREAS, pursuant to Section 190.006(1), *Florida Statutes*, the District's Board of Supervisors ("**Board**") "shall exercise the powers granted to the district pursuant to Chapter 190, *Florida Statutes*," and the Board shall consist of five members; and

WHEREAS, the District is statutorily required to hold a meeting of the landowners of the District for the purpose of electing Board Supervisors for the District on the first Tuesday in November, which shall be noticed pursuant to Section 190.006(2), *Florida Statutes*.

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

1. EXISTING BOARD SUPERVISORS; SEATS SUBJECT TO ELECTIONS. The Board is currently made up of the following individuals:

<u>Seat Number</u>	<u>Supervisor</u>	Term Expiration Date
1	Andrew Rhinehart	November 2022
2	Lauren Schwenk	November 2020
3	Keaton Alexander	November 2020
4	Rennie Heath	November 2022
5	Patrick Marone	November 2020

This year, Seat 2, currently held by Lauren Schwenk, Seat 3, currently held by Keaton Alexander, and Seat 5, currently held by Patrick Marone are subject to election by landowners in November 2020. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

- **2. LANDOWNERS' ELECTION.** In accordance with Section 190.006(2), *Florida Statutes*, the meeting of the landowners to elect Board Supervisor(s) of the District shall be held on the 3rd day of November, 2020, at _____ __.m., and located at 346 E. Central Avenue, Winter Haven, Florida 33880.
- **3. PUBLICATION.** The District's Secretary is hereby directed to publish notice of the landowners' meeting and election in accordance with the requirements of Section 190.006(2), *Florida Statutes*.

- **4. FORMS.** Pursuant to Section 190.006(2)(b), *Florida Statutes*, the landowners' meeting and election have been announced by the Board at its May 21, 2020 meeting. A sample notice of landowners' meeting and election, proxy, ballot form and instructions were presented at such meeting and are attached hereto as **Exhibit A**. Such documents are available for review and copying during normal business hours at the District's Local Records Office, located at 346 E. Central Avenue, Winter Haven, Florida 33880, or at the office of the District Manager, Governmental Management Services, 219 E. Livingston, Street, Orlando, Florida 32801.
- 5. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
 - **6. EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 21st day of May, 2020.

COMMUNITY DEVELOPMENT DISTRICT
Chairperson, Board of Supervisors

Exhibit A: Sample Election Documents

EXHIBIT A

NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within Highland Meadows West Community Development District ("**District**") the location of which is generally described as comprising a parcel or parcels of land containing approximately 97.87 acres, generally located in an area north of Patterson Road and east and west of Orchid Drive in Haines City, Florida, advising that a meeting of landowners will be held for the purpose of electing three (3) people to the District's Board of Supervisors ("**Board**", and individually, "**Supervisor**"). Immediately following the landowners' meeting there will be convened a meeting of the Board for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 3, 2020 TIME: _____.m.

PLACE: 346 E. Central Avenue

Winter Haven, Florida 33880

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, Governmental Management Services, 219 E. Livingston, Street, Orlando, Florida 32801., Ph: (407) 841-5524 ("District Manager's Office"). At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from the District Manager's Office. There may be an occasion where one or more supervisors or staff will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Manager's Office, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such 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.

Jill Burns		
District Manager		
Run Date(s):	&	

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT FOR THE ELECTION OF SUPERVISORS

DATE OF LANDOWNERS'	MEETING: Tuesday, November 3, 2020
TIME: M.	
LOCATION:	346 E. Central Avenue Winter Haven, Florida 33880

Pursuant to Chapter 190, *Florida Statutes*, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), *Florida Statutes*.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, three (3) seats on the Board will be up for election by landowners. The two candidates receiving the highest number of votes shall be elected for a term of four (4) years. The candidate receiving the next highest number of votes shall be elected for a term of two (2) years. The term of office for each successful candidate shall commence upon election.

A proxy is available upon request. To be valid, each proxy must be signed by <u>one</u> of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

LANDOWNER PROXY

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT POLK COUNTY, FLORIDA LANDOWNERS' MEETING – NOVEMBER 3, 2020

KNOW ALL MEN BY THESE PRESENTS, that the	e undersigned, the	fee simple owner of the land	nds
described herein, hereby constitutes and appoints		("Proxy Holde	r")
for and on behalf of the undersigned, to vote as proxy at the mowest Community Development District to be held at 346 E. (
Tuesday, November 3, 2020, atm., and at any adjourn			
unplatted land and/or platted lots owned by the undersigned land	owner that the under	rsigned would be entitled to v	ote
if then personally present, upon any question, proposition, or r			
considered at said meeting including, but not limited to, the elec			
Proxy Holder may vote in accordance with his or her discretion o			
solicitation of this proxy, which may legally be considered at said	d meeting.		
Any proxy heretofore given by the undersigned for said in			
in full force and effect from the date hereof until the conclusion			
adjournments thereof, but may be revoked at any time by walandowners' meeting prior to the Proxy Holder's exercising the v			une
landowners infecting prior to the Froxy Holder's exercising the v	othig rights content	ed herem.	
Printed Name of Legal Owner			
Signature of Legal Owner	Date		
digitature of Legal Owner	Date		
Parcel Description	<u>Acreage</u>	Authorized Votes	
			
			
[Insert above the street address of each parcel, the legal description	on of each parcel, or	the tax identification number	roi
each parcel. If more space is needed, identification of parcel	s owned may be i	ncorporated by reference to	an
attachment hereto.]			
Total Number of Authorized Water			
Total Number of Authorized Votes:			

NOTES: Pursuant to Section 190.006(2)(b), *Florida Statutes* (2019), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. For purposes of determining voting interests, platted lots shall be counted individually and rounded up to the nearest whole acre. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

OFFICIAL BALLOT

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT POLK COUNTY, FLORIDA LANDOWNERS' MEETING - NOVEMBER 3, 2020

For Election (3 Supervisors): The two (2) candidates receiving the highest number of votes will each receive a four (4) year term, and the one (1) candidate receiving the next highest number of votes will receive a two (2) year term, with the term of office for the successful candidates commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee

simple owner of landescribed as follows	nd, located within the Highland Meadows Wess:	t Community Development District and
<u>Description</u>		Acreage
	reet address of each parcel, the legal description cel.] [If more space is needed, identification of chment hereto.]	
or		
Attach Proxy.		
I,votes as follows:		r, or as the proxy holder of er's Proxy attached hereto, do cast my
SEAT #	NAME OF CANDIDATE	NUMBER OF VOTES
Date:	Signed:	
	Printed Name:	

SECTION VI

Apr-23-2020

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 <u>left side</u> of the lease or finance 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: Nothing due up front and documentation fee waived.

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

I acknowledge that I am an authorized signer 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 # 40698602 with us via ACH.

Company: <u>HIGHLAND MEADOWS WEST COMMUNITY</u> DEVELOPMENT DISTRICT

Routing #: 061000104

Account #: 1000216569565

Bank Name: Suntrust Bank

Bank City/State: Orlando, FL 32804

Signature: 16 F-

Your Name
Street Address
City, State Zip Code

PAY TO THE ORDER OF

BARKIFURANCIAL INStitution

BARKIFURANCIAL INSTitution

CLLARS

BARKIFURANCIAL INSTITUTION

CLLARS

Routing Number Check Account Number

Date: 4-24-2020

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

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

Signature:

Date: 4-24-2020

This document may be executed by factimile 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.

Sincerely,

Amy Whipple Navitas Credit Corp.





	EQUIPMENT	FINANCE AGREEMENT	ETT IN THE PARTY MANAGE OF WASHINGTON
(3)	HIGHLAND MEADOWS WEST COMMUNITY BORROWER: DEVELOPMENT DISTRICT (Previous for preferred to as "your" or "your")	DBA:	Federal Tex ID# 83-1633739
NAVITAS CREDIT CORA	Address: 135 WEST CENTRAL BOULEVARD	City: ORLANDO	State: FL Zip: 32801 Phone: (407) 841-5524 ION SERVICES GROUP
A SPILES COMPANIE STAC CONTAST	SECURED PARTY/ LENDER: NAVITAS CREDIT CORP.	VENDOR: INC	AGREEMENT # 40698602
Equipment Description / ((hereafter referred to as "We", "Us", or "Our") Quantity / Serial # / VIN#	(Vendor is not an agent of Secured Party nor is Vendor Term in Months: 40	First Payment: \$0.00
(1) PLAYGROUND EQUIPM	ENT CHANGE ORDER PER SCHEDULE "A" 1	Monthly Payments:	Last Payment: \$0.00
		40 @ \$278.36	Security Deposit: \$0.00
			Other: \$0.00
Equipment Location (# diffe 135 WEST CENTRAL BOUL	erent than above address) EVARD SUITE 320 ORLANDO FL 32801	Amount Financed:\$8,550.00	INITIAL AMOUNT DUE: \$ 0.00
	TERMS AND CONDITIONS (PAGE 1 OF 2)	- PLEASE READ CAREFUL	Y BEFORE SIGNING
by you ("Vendor") and his promise to junconditionally and to correct any taxes due at the inception of the junconditional taxes due at the inception of the junconditional taxes and to correct and we make the initial disborted in the junconditional taxes and we make the initial disborted in the junconditional taxes and we make the initial disborted in the junconditional taxes and	to acquire the above equipment ("Equipment") from a vendor selective requested that we finance the purchase price for you, and you agree to all of the monthly payments indicated above of and you agree to all of the terms stated in this Agreement. Equipment serial numbers and other identification data and any of obvious errors. We may adjust the monthly payment amount to fination on of this Agreement or if the actual cost of the Equipment is less to be amount that the Payment amount was based on. At our discretive received from you to any amount you owe under this Agreement. It is a shall become effective and shall commence only after you direct user of the experiment of any later date that we designate ("Commencement Dant shall terminate upon the date that all of your payment and of and satisfied in full ("Term"). The initial Amount Due shall be due and subsequent monthly payments are due on the day we see signated by us. YOUR OBLIGATION TO PAY ALL PAYMENTS ATO US IS UNCONDITIONAL AND NOT SUBJECT TO A EFENSE OR COUNTERCLAIM. THIS AGREEMENT MAY NOT EASON WHATSOEVER AFTER COMMENCEMENT EXCEPT TISFACTION OF ALL OF YOUR OBLIGATIONS HEREUNDER. Obligation, to electronically withdraw funds from your bank accounts or other amounts due hereunder. You will provide us with any buses in order to process electronic payments. If that you are the owner of and have title to the Equipment, excluse the Pay Proceeds Direction at the end of this Agreement, you authorier as a prepayment to your Vendor to initiate delivery or upon your will be pay to the examination of the Equipment, and all cash and non-cash proces, accounts and chattel paper arising therefrom. You shall at litimes kell legal process, liens and other encumbrances if asserted or ment. You agree we have the right to inspect the Equipment unent. You agree we have the right to inspect the Equipment unent. You agree we have the right to inspect the Equipment unent. You agree we have the right to inspect the Equipment unent. You agree we have the right to inspect the Equ	S". WE MAKE NO WARRAL NON-INFRINGMENT, MERCHORDINARY USE IN CONNECTOR person is our agent, nor are the representation, guaranty or was the Vendor will relieve or exception and Equipment. If you have a dispurant, you must continue to present the cost of party to such agreements and Equipment. If you have a dispurant te"). SALE/ASSIGNMENT: YOUR OBLEWITTEN APPROVAL. We make the control of the correction of	SENCY: WE ARE FINANCING THE EQUIPMENT FOR YOU "AS ITIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF IANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR TION WITH THIS AGREEMENT. Neither the Vendor nor any other bey authorized to waive or change any term of this Agreement. No manty by the Vendor or other person is binding on us. No breach by use your obligations to us. If you entered into a maintenance or which is included in the Payments, you acknowledge we are not a are not responsible for any service, repairs, or maintenance of the ute with your Vendor about delivery, installation, service or any other erform all your obligations, hereunder. FU MAY NOT SELL, TRANSFER, ASSIGN OR LEASE THE IGATIONS UNDER THIS AGREEMENT WITHOUT OUR PRIOR ay sell, assign or transfer this Agreement or any part of it and/or our out notifying you and you agree that if we do, (i) the new Secured and benefits that we now have but will not have to perform any of if the new Secured Party will not be subject to any claims, defenses against us or the Vendor, and (iii) you will not assert any claims, regainst us or the new Secured Party. Security for the performance of all your obligations hereunder, you sount set forth in the section shown as "Security Deposit". We have yount set forth in the section shown as "Security Deposit". We have yount set forth in the section shown as "Security deposit. We will not keep the security deposit separate from all not be entitled to any interest thereon. FION: LOSS: You are responsible for installing and keeping the order and repair. You will keep and use the Equipment only for ones to the Equipment without our prior written consent, nor will you nest to the Equipment is lost, stolen or not tin default hereunder, you shall have the option within
By signing this Agreemen	TERMS AND CONDITIONS (PAGE 1 OF 2) It you acknowledge that you have read and understand the ter	ms and conditions on each page of	this Agreement, and you warrant that the person signing this
Agreement on your behalt	has the authority to do so and to grant the power of attorney	set forth in Section 13 of this Agre	ement. ARTY: NAVITAS CREDIT CORP., at Columbia, South Carolina
x /st	Date Signed: 4 24		Date Accepted:
Print Name & Title: W.	rren Heath, Chairman	Print Name & Title:	THE PROPERTY.
read and understood the Agor otherwise, and that we w	aranty, "you" and "your" refer to the person making the guaranty. "V preement and this Guaranty and that this is an irrevocable, joint, se ould not enter into this Agreement without this Guaranty. You unc	veral and continuing guaranty. You agonditionally guaranty that the Borrowe	d Party, our successors or assigns. You acknowledge that you have gree that you have an interest in the Borrower's business, economic or will fully and prometing a state obligations under the Agreement yor renew the Agreement, or if any payments made by the Borrower

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 rescrided 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. You agree that 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 protect 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:

Date Stoned:

Y:

Print Name:

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. <u>INDEMNITY</u>: 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 egainst 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 fall 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. <u>DEFAULT</u>: 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) any guarantor dies; or (viii) you change your name, state of organization, chilef 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 remedles 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 attomey'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 (lii) 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 MOUNT AND 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.
- 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 OF FEDERAL COURTS LOCATED IN THE STATE OF SOUTH CAROLINA, 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 LAW AND YOUR SUBMISSION TO PERSONAL JURISDICTION IN SOUTH CAROLINA LAW AND YOUR SUBMISSION TO PERSONAL JURISDICTION IN SOUTH CAROLINA LAW AND YOUR SUBMISSION TO PERSONAL JURISDICTION IN SOUTH CAROLINA LAW AND YOUR SUBMISSION TO PERSONAL JURISDICTION IN SOUTH CAROLINA LAW AND YOUR SUBMISSION TO PERSONAL JURISDICTION IN SOUTH CAROLINA LAW AND YOUR SUBMISSION TO PERSONAL JURISDICTION IN SOUTH CAROLINA LAW AND YOUR SUBMISSION TO PERSONAL JURISDICTION IN SOUTH CAROLINA LAW AND YOUR SUBMISSION TO PERSONAL JURISDICTION IN SOUTH CAROLINA DIRECTLY BENEFITS US AND IS A M
- 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.

The state of the s	Contract of the Contract of th	and the second s
PAY PROCEEDS DIREC	TION TO FINANC	CE 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 listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment listed by the International Proposals approved by us. You hereby acknowledge that the International Proposals approved by us. You hereby acknowledge that the International Proposals approved by us. You hereby acknowledge that the International Proposals approved by us. You hereby acknowledge that the International Proposals approved by us. You hereby acknowledge that the International Proposals approved by us. You hereby acknowledge that the International Proposals approved by the International Proposals approved	mont 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.	Heil Has been delivered
coordinate with the feathering including the language of the control of the contr	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.	
- 1 1 1/1 1/1	

Y Print Name & Title:	Wairen Heath Chairman Date Signed: 4-24-2000
I hereby authorize, in my absence, JII BUCAS	Telephone # 407-841-5524 to verify my direction to disburse funds.

Vendor: LEGACY CONSTRUCTION SERVICES GROUP INC

Vendor:

Vendor:

NCC08162015EFA





Corporate Guaranty

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

Agreement #:40698602

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:

- 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.
- 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.
- 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.
- 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.
- 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.

		DY ORGANIZATION, INC. orporation or Partnership)	y: (Authorized Signature	
Federal Tax ID I	Number:	59-2413012	(Print Name & Title)	
Date:		4-711-2020		
		info@navitascredit.com	www.navitascredit.com	



EQUIPMENT SCHEDULE "A"

Lessee/Borrower/Rentee: HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT	Agreement #:40698602

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:

CSSD	***SHADE STRUCTURE PRODUCTS*** SU101008 - 10x10x8 Single Center Column Shade - Inground without glide Fabric color: FOREST	1
ENCODONIN	Powder coat color: ICED COFFEE	
ENGDRAW	Engineered Drawings for Permitting	
Shipping	Combined Shipping and Freight Charges	1
CSF	***SITE FURNISHINGS*** T6ROLLPEDS - 6' Rolled Rectangular Pedestal Table, In-Ground Mount	1
PBARK-490	Textured Poly color: GRAY Powder coat color: GREEN Pet Waste Station - Square Receptacle, Inground with sign & 2 boxes of waste bags Color: GREEN Sign #: 01-08-0177	1

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: HIG	HLAND MEADOWSWEST/COMMUN	NIIY DEVE	LOPMENT DISTRICT	
Signature:	x(Vek. K		-	
Title:	X	manager		_	
Date:	X	4-24-2020			
	>	info@navitascredit.com	Ç	www.navitascredit.com	



Progress Payment Agreement

Lessee/Borrower/Rentee: HIGHLAND MEADOWS WEST COMMUNIT	Y A
DEVELOPMENT DISTRICT	Agreement #: 40698602

In reference to the Agreement # 40698602, 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.

NAVITAC OBEDIT CORD	HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT
NAVITAS CREDIT CORP. Lessor/Secured Party/Rentor	Lessee/Borrower/Rantee
Lesson Secured Farty/Nemoi	7/2 CAR
Signature	Signature
Title	Title
Date	U- 24-2020
info@navitascre	

SECTION VII

SECTION A



Lawn Maintenance Service Contract Agreement

This Lawn Service Contract (this "Contract") is made effective as of <u>May 1st, 2020</u>, by and between <u>Orchid Terrace Ph 1 c/o Highland Meadows West CDD</u> of <u>716 Tortugas St. Haines</u> City, FL 33844 and Prince and Sons Inc., of 200 S F Street, Haines City, Florida 33844.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, <u>Orchid Terrace</u> hires Prince and Sons Inc., and Prince and Sons Inc. agrees to provide Lawn Service to the <u>Orchid Terrace</u> at the following location <u>716 Tortugas St. Haines City, FL</u> <u>33844</u> under the terms and conditions hereby agreed upon by the parties:

1. DESCRIPTION OF SERVICES. Beginning on <u>May 1st, 2020</u>, Prince and Sons Inc., will provide the following services (collectively, the "Services"):

A. MOWING OF TURF AREAS:

Mowing of all turf areas. Weed-eating (line trimming) & edging shall be performed during each mowing event. St. Augustine grass is to be cut no less than 4", Bahia no less than 3" to foster photosynthesis and strong root development. Blades shall remain sharp always, visible clippings are to be removed to prevent thatch build-up, mower operator will change patterns if possible per service to prevent ruts in turf. Blowing off all hard surfaces shall be performed immediately following each mowing event, clippings are to be kept out of beds and waterways. Trash and small debris on grounds shall be discarded during service.

B. PRUNING & TRIMMING:

Palm Tree trimming \$32.50 per palm. (Billable)

Selective pruning of all ornamental shrubbery shall be performed at the best time for flower and bud development, foliage growth and as necessary for the health of the plants. Removal & disposal of all generated debris from the property shall be completed following each pruning event.

C. PLANT BED WEED CONTROL:

Weed control shall be performed by using both pre-emergence and post-emergence herbicides as needed on all planter beds. Removal & disposal of all generated debris from the property shall be completed following each weeding event.

D. HORTICULTURAL:

Shrubs- Shall be fertilized **2** times annually April & October with professional products using 100% Poly-Coat. This process ensures year-round feeding of nutrients.

Turf- St Augustine Grass shall be fertilized and as prescribed by technician <u>2</u> times per year April & October.



Turf- Management of turf damaging insects and pests such as Chinch Bugs and Fire Ants suppression <u>1</u> time a year, in the month of June. Upon site inspection use top choice for control, billable and upon Manager approval.

Turf- All Fungus in turf grass areas shall be controlled annually and treated as needed during growing season. Prince and Sons Inc. rotates active ingredients in our Fungicides to ensure chemical resistance control.

Shrubs- All fungus emerging on plants shall be treated and controlled as needed during growing season

E. ANNUALS: SERVICE AVAILABLE UPON REQUEST

A selection of <u>000</u> annuals shall be rotated on the months of January-April-July-October, flowers will be selected to appropriate season and climate. This service requires management approval at a suggested cost of <u>\$2.00 per 4" pot.</u> (BILLABLE)

F. MULCHING:

<u>TBD</u> cubic yards of "Small Pine-bark" mulch is to be spread at a rate of <u>\$45.00</u> per cubic yard. This service is variable and requires management approval. (BILLABLE)

G. IRRIGATION SYSTEM INSPECTIONS:

Irrigation inspections are to be performed monthly; <u>12</u> times per year. A service report from Prince technician is to be completed after each inspection. Any damages sustained to the irrigation system as a direct result of the work by Prince and Sons Inc. shall be repaired at no cost to the customer. Any repairs required due to normal wear, vandalism or "Acts of God" can be completed upon request and shall be billed at actual time and materials at <u>\$65.00 per hour plus parts</u>.

- **2. INDEPENDENT CONTRACTOR STATUS.** It is understood by the parties that Prince and Sons Inc. is an independent contractor with respect to **Orchid Terrace**, and not an employee of **Orchid Terrace** will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Prince and Sons Inc.
- **3. INJURIES.** Prince and Sons Inc. acknowledges Prince and Sons Inc.'s obligation to obtain appropriate insurance coverage for the benefit of Prince and Sons Inc. (and Prince and Sons Inc.'s employees, if any). Prince and Sons Inc. waives any rights to recovery from **Orchid**Terrace for any injuries that Prince and Sons Inc. (and/or Prince and Sons Inc.'s employees) may sustain while performing services under this Contract and that are a result of the negligence of Prince and Sons Inc. or Prince and Sons Inc.'s employees.
- **4. INDEMNIFICATION.** Prince and Sons Inc. agrees to indemnify and hold harmless <u>Orchid</u> <u>Terrace</u> from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against <u>Orchid Terrace</u> that result from the acts or omissions of Prince and Sons Inc., Prince and Sons Inc.'s employees, if any, and Prince and Sons Inc.'s agents.



- **5. PERSONNEL DRESS CODE:** Employees shall wear uniforms or professional attire always. Clothing that expresses obscene language or graphics, degrading or demeaning connotations, is strictly prohibited. Prince and Sons Inc. employees shall wear shirts at all times and shall wear footwear that conforms to safe work practices.
- **6. ACCOUNT MANAGEMENT:** A Prince and Sons Inc. account manager will be assigned to this property. The account manager shall be a direct point of contact between **Orchid Terrace** and Prince and Sons Inc. We ensure he/she adheres to Best Maintenance Practices and returns all emails and phone calls within a timely professional manner. Each Prince manager has been certified by the Landscape Maintenance Association of Florida through The Department of Agriculture. Each manager continues viable education each year to provide industry leading knowledge and valuable solutions to the customer.
- **7. WARRANTY:** Prince and Sons Inc. offers a full 30 days warranty on all <u>new</u> plant's material installed by Prince under our care and maintenance agreement.
- **8. INSURANCE.** Prince and Sons Inc. will maintain at all times throughout the term of this agreement the following insurance:
 - A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
 - B. Commercial General Liability Insurance covering Prince and Sons Inc., legal liability for bodily injuries, with limits of \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - 1. Independent Contractors Coverage for the bodily injury and property damage in connection with any subcontractor's operation.
 - C. Employer's Liability Coverage with limits of \$1,000,000 per accident or disease.
 - D. Automobile Liability Insurance for bodily injuries in limits of \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of resulting from the operation, maintenance, or use by Prince and Sons Inc. of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- **9. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract whether oral or written.



- **10. SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 11. APPLICABLE LAW. This Contract shall be governed by the laws of the State of Florida.
- 12. TERMS: The term of this agreement shall be for twelve (12) months, commencing on: May 1st, 2020, and terminating on: May 1st, 2021. The Customer shall notify Prince and Sons Inc. in writing of any unsatisfactory work performance or problems and shall allow Prince and Sons Inc. the opportunity to rectify any said problems in a timely manner, agreed to by both parties. This contract includes a thirty (30) day clause, in which it may be cancelled by either party, with just cause and after providing the other party with a thirty (30) day written notice.
- 13. PAYMENT FOR SERVICES. During the term of this agreement, the customer shall pay Prince and Sons Inc. the sum of: (\$2,240) Two Thousand Two Hundred Forty and 00/100 per month. As set forth herein on Exhibit A. Payments are due the 1st day of each month for that month's service. Payments not received within (30) thirty days may be subject to account being placed on hold until account is up to date.

Annual Total Cost: (\$26,880.00) Twenty Six Thousand Eight Hundred Eighty Dollars and 00/100 per year.

A. **CONDITIONS**:

The monthly installment price for this contract is intended to reflect an equal monthly payment for the service provided for the full term of one year. Upon early cancellation or termination of this contract by either party, Prince and Sons Inc. shall receive the remainder of payment due for services provided. Payment of this amount shall be made by the Customer immediately upon termination. If legal action becomes necessary to collect any portion of this debt, the customer shall be responsible for all court and attorney fees incurred by Prince and Sons Inc. This contract constitutes the complete agreement by both parties hereto regarding the matters set forth herein and supersedes all prior discussions, agreements, arrangements, representations and understandings.



PRINCE AND SONS INC.		CUSTOMER (AUTHOR	IZED SIGNATURE)
Signature	Date	Signature	Date
Printed Name	Title	Printed Name	Title

EXIBIT A

Maintenance Base Price	42 cuts per year	\$2,240
	TOTAL ANNUAL COST	\$26,880.00
	TOTAL MONTHLY PAYMENT	\$2,240

SECTION B



Landscape Maintenance Services Proposal prepared for

Highland Meadows West CDD

May 06, 2020



May 06, 2020

Clayton Smith Field Manager Government Management Services 135 W. Central Blvd Orlando, Florida 32801



Re: Landscape Maintenance Services Proposal for Highland Meadows West CDD

Thank you for considering a partnership with Yellowstone Landscape as your landscape maintenance service provider. Our proposal has been created to address the specific needs and expectations you have expressed for Highland Meadows West CDD. We call this your Plan for Success because our integrated service plan has been designed to give you a landscape that you can be proud of.

Within your Plan for Success please make special note of the following sections:

- **Startup Plan:** Our transition plan includes the actions we will take in the first 30, 60 and 90 days of service to improve both your specific areas of concern and your landscape's overall appearance.
- **Scope of Services Summary:** This section outlines our proposed scope of services, detailing the Best Practices we've developed to provide a consistent appearance across your landscape.
- About Us: Information about our company's qualifications, capabilities and values.
- **References:** A selected listing of clients with landscape service needs similar in scope to yours. Please reach out to them with any questions you have about working with us.
- Agreement & Your Investment: Our service agreement and pricing for the services we'll provide to your property.

If you have any questions after reviewing our proposal, please contact me at any time. I welcome the opportunity to provide you any further details about our firm's commitment to delivering a landscape that you will be proud of.

Sincerely,
Pete Wittman, Business Development Manager
Yellowstone Landscape
407-319-8298
pwittman@yellowstonelandscape.com

STARTUP PLAN



This checklist is provided as an outline of the initial tasks that our Landscape Maintenance teams will perform as we begin serving your property. We've divided the tasks over the first 30, 60, and 90 days of service in order to provide you with a tool to monitor and measure our team's performance as we begin our partnership as your landscape maintenance service partner.

First 30 Days

- Meet with Property Manager to review 30 60 90 Day Plan
- Discuss with Property Manager our "Approach to Services" and "Service Map"
- Complete an irrigation audit of the entire system
- Present irrigation deficiencies with plan for corrections
- Begin maintenance mowing, blowing and edging
- Spend significant amount of time cleaning up the areas that have been neglected (sidewalk mowing & edging, weeding beds and entrance features)
- Discuss options for turf areas beyond reclamation
- Continue weed control in planting beds
- Begin bed separation trimming in all planting beds
- Apply fertilizer to struggling shrubs throughout the property
- Begin insect and disease program on all plant material
- Discuss removing severely declining plant material
- Prepare proposals for replacing missing and dead shrub material throughout property
- Perform first turf fertilizer application
- Walk Property with Property Manager to identify other areas of concern.

Days 30-60

- Walk property with Property Manager to evaluate improvements
- Evaluate our "Approach to Services" and make any necessary adjustments
- Continue irrigation maintenance and inspections
- Continue routine maintenance mowing, blowing and edging
- Continue bed separation in all planting beds

- · Retreat turf weeds
- Continue weed control applications throughout property



- Monitor and treat insect and disease problems in plant material throughout property
- Discuss options to improve "curb appeal" in high profile areas

Days 60-90

- Walk property with Property Manager to evaluate improvements
- Assess results from actions taken in 30 day and 60 day plans
- Continue irrigation maintenance/inspections
- Continue turf weed applications as needed
- Continue weed control applications throughout property
- Monitor and treat insect and disease problems in plant material throughout property
- Continue routine maintenance mowing, blowing and edging

SCOPE OF SERVICES SUMMARY



The following is a summary of the proposed scope of services to be provided. It serves as an outline, detailing the Best Practices that our company has developed in order to ensure that we provide consistent landscape maintenance services to your property and meet all the contractual specifications of your landscape maintenance agreement.

LANDSCAPE MAINTENANCE PROGRAM

TURFGRASS SPECIFICATIONS

Mowing

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance.
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leafs.
- Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- Various mowing patterns will be employed to ensure the even distribution of clippings and to prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

Edging & Trimming

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.

Debris Removal

• Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).



 Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

Fertilizer

- Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements.
- Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different growing seasons and environmental conditions. All sidewalks, roads, curbs, and patios will be swept clean of granular fertilizer after applications to minimize staining.

Insect, Disease, and Weed Control

- Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of Yellowstone Landscape.
- All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
- Yellowstone Landscape must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals.
- Access to a water source on the Client's property must be provided for use in spray applications.

PLANT MATERIAL SPECIFICATIONS

Shrubs

- All pruning and thinning will be performed to retain the intended shape and function of
 plant material using proper horticultural techniques. Shrubs will be trimmed with a slight
 inward slope rising from the bottom of the plant to retain proper fullness of foliage at all
 levels.
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- Clippings are to be removed by Yellowstone Landscape following pruning.

Tree Maintenance

- Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 10 feet above the ground is included.
- Palm Trees will have only brown or broken fronds removed at time of pruning.



• Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

Edging and Trimming

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- "Weedeating" type edging will not be used around trees.

Insect, Disease and Weed Control

- Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments, Yellowstone Landscape will offer suggestions regarding the best course of action.
- Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
- Yellowstone Landscape will maintain a log listing all applications and will have MSDS sheets available for each product used on the Client's property.
- The Client must provide access to a suitable water source on their property for use by Yellowstone Landscape in spray applications.

Fertilization

- Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
- Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

Irrigation System Specifications

• Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.



- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
- Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
- Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.
- Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client's approval and billed accordingly.
- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.
- Annual flower beds will be serviced to remove flowers that are fading or dead ("deadheading") to prolong blooming time and to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- "Flower Saver Plus®" (or comparable product) containing beneficial soil micro-organisms and rich organic soil nutrients, will be incorporated in the annual flower planting soil at the time of each flower change.
- Supplemental top-dressing with a controlled-release fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.

MULCH

• Mulch will be replenished in accordance with the terms and specifications set forth in the landscape maintenance agreement.

ADDITIONAL SERVICES

 Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.

YELLOWSTONE LANDSCAPE PERSONNEL

• Yellowstone Landscape will provide all labor, transportation and supervision necessary to perform the work described herein.



- Field personnel will be equipped with all necessary supplies, tools, parts and equipment and trained to perform work in a safe manner.
- Personnel will be licensed for all applicable maintenance functions, including any pesticide or supplemental nutrient applications, as required by law.
- Yellowstone Landscape service vehicles will be well maintained and clean in appearance. Vehicles must be properly licensed and tagged, and operated only by licensed personnel.
- All Yellowstone Landscape vehicles must operate in a safe and courteous manner while on the Client's property. Pedestrians have the right-of-way and service vehicles are expected to yield.
- All trailers, storage facilities, and maintenance equipment must be in good condition and present a clean and neat appearance.
- Tools and equipment must be properly suited for their purpose and used in a safe manner, utilizing the appropriate safety gear at all times.

ADDITIONAL PROVISIONS

- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.

ABOUT US





Yellowstone Landscape began in 2008 with the unification of established, independently successful regional landscape companies. For more than a decade since, we've been linked by a common goal to better serve our clients, sharing our experience in landscape maintenance, landscape installation, landscape enhancement, and tree care services.

Yellowstone Landscape has become one of the industry's fastest growing and most trusted commercial landscaping companies, proudly serving more than 3000 clients from local operating facilities across the South and Southwest.

Yellowstone Landscape is dedicated to creating and maintaining green spaces that enhance the quality of life where you live, work, and play. We provide professional landscaping services to some of the most outstanding homeowner associations,local governments, master planned developments, resorts, corporate campuses, commercial office parks, schools, hospitals, apartment communities and retail centers in the South and Southwest United States.

Quick Facts About Yellowstone Landscape:

- More than 30 Local Operating Branches Across the South and Southwestern United States
- Over 2500 Full-Time Employees & 800
 Seasonal and Part-Time Associates
- More than 1000 Vehicles in Our Service Fleet
- Established Executive Leadership and Local Operations Management Teams
- Safety Program Recognized as Among the Most Proactive in the Landscape Industry
- 93% Client Satisfaction Rating in our most recent annual client survey
- 29 National Landscape Awards of Excellence received since 2008
- Ranked #5 in the 2019 Top 100 Largest Lawn
 & Landscape Companies in North America
- More than 1,000,000 trees planted along public roadways in the last decade

Landscape Maintenance





Landscape Maintenance is all about the details. We're committed to getting the details right, so you can enjoy your landscape and take pride in its appearance.

From week to week, month to month, and year to year, there are hundreds of details that need to be coordinated for your landscape to looks its best. Assuring that none of those details are overlooked requires a professionally administered, integrated Landscape Maintenance program.

Synchronizing routine maintenance activities like mowing, edging, weeding, trimming and clean-up, with fertilization and pest management applications, and your irrigation system's schedule and maintenance is no easy task.

That's why we incorporate all the details of our landscape services into your Plan for SuccessTM.

Our Landscape Maintenance teams are trained in our industry's Best Practices. They behave as if they were a part of your staff and work hard to solve problems while they're still called opportunities. If the unexpected happens, our teams respond to correct the problem, quickly and professionally.

Your dedicated Account Manager will provide regular updates about what we're doing to maintain your landscape. Our goal is to provide you with all the information you need about your landscape, when you need it.

Irrigation Installation & Management





There is nothing more essential to the success of your landscape than regular access to the right amount of water.

Commercial irrigation systems are sophisticated technology that require special certification to install and operate.

Our Irrigation Installation and Management Professionals are experts in all major commercial irrigation systems. From older systems in need of frequent repairs and updates, to the most modern and innovative water-wise systems available, our Irrigation Teams are dedicated to protecting your valuable water resources. Once installed, we always adhere

to local ordinances governing water use and have implemented the principles of the leading industry groups. These guidelines govern how we design, install, and maintain your irrigation system.

Professional irrigation management is an essential service to eliminate waste in your water consumption and reduce your water usage.

Yellowstone Landscape provides you with the most experienced team of Irrigation Professionals in the industry.

Landscape Design





You need your landscape to look its best, but you're not quite sure where to get started.

Whether you need a landscape design plan for a new development or just want to enhance a few feature areas in your existing landscape, our Landscape Designers are ready to help you see your landscape's full potential.

Our Designers are specially trained, creative professionals. They're knowledgeable about all the latest concepts in landscape design and they're also familiar with your area's local plant materials. This ensures that what they select to plant will thrive once it's in the ground.

The last thing you want is to invest in a landscape installation project, only to see the plants fail within the first year.

Working with a Landscape Designer starts with a meeting to find out what your goals are for your project. They'll create **photo renderings** so you can actually see what your new landscape will look like, before it's planted. You'll be a part of the process from beginning to end.

And best of all, we offer Landscape Design as a complimentary service to current Landscape Maintenance clients when we install your landscape enhancement.

Seasonal Color Installations





If you want to make a big impact and create dramatic curb appeal for your community or commercial property, there is no better way than a professionally designed seasonal color display.

Our landscape designers and color bed installation experts will "bring the wow" to your entrances and feature areas with stunning seasonal color displays using only the highest quality, locally sourced plant materials.

Your color bed installations begin with a custom design proposal tailored to your preferences, incorporating seasonally appropriate flowers. We begin with bed preparation, the most critical part of the installation process, removing the

previous rotation's plants and groundcover materials, bedline trenching, tilling of the soil and adding high quality fertilizers as needed.

We recommend installations with tighter spacing to create more vibrant color and instant impact. As conditions warrant, we can provide hand-watering and additional fertilization of seasonal flowers to promote healthy growth and prolong bloom times.

Regular maintenance of your seasonal color installation during service visits includes removal of withering plants and monitoring of the soil quality and checking that the plants' watering requirements are being met.

Landscape Installation





You need your landscape installation project completed safely, on time and on budget.

Our Landscape Installation Teams will do everything we can to make sure your project stays on schedule (or gets back on schedule), with experience and capabilities scalable to handle any project and any time line.

All Landscape Installation projects start with a meeting to thoroughly review your site and your design plans, verifying that the plant material selected is suitable for your project's environment. With experts on staff in Landscape Design and Landscape Maintenance, we'll offer recommendations to preserve the long term health and appearance of the project after installation. We can also suggest alternate, native plant materials and trees to help conserve water usage, while preserving the project's intended visual appeal.

We offer extended warranties on all plant materials that we install, when you allow us to provide ongoing landscape maintenance services. We offer this to our clients because we install every landscape with the goal to become your lifetime landscape service partner, growing with you as your landscape matures.

CDD Landscape Maintenance Experience



We are proud of our partnerships with many of Central Florida's most respected Community Development Districts. Below is a selected listing of the districts currently being served by Yellowstone Landscape's Orlando-South branch location.

Project Name	Contact Information	Annual Contract Amount			
Reunion East and West	George Flint, GMS 407.555.5555	>\$1,000,000			
Anthem Park CDD	Patricia Comings, DPFG 407.221.9153	>\$150,000			
Bonnet Creek CDD	Richard Hartman, Land Development 407.832.3980	>\$200,000			
Crescent Lake CDD	Ron Hood, Crescent Lake CDD 407.427.2373	>\$160,000			
Lake Ashton CDD	Alan Scheerer, GMS 407.841.5524	>\$300,000			
Randal Park CDD	William Viasalyers, GMS 407.841.5524	>\$200,000			
Avalon Groves CDD	Patricia Comings, DPFG 407.221.9153	>\$100,000			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

tine definitions added not define in inglife to the definitions in industrial and all outside industrial inglife.								
PRODUCER		CONTACT Elinn Peacock						
Brown & Brown of Florida, Inc.		PHONE (386) 944-5804 FAX (A/C, No): (38	6) 333-6113					
P.O. Box 2412		E-MAIL ADDRESS: epeacock@bbdaytona.com						
		INSURER(S) AFFORDING COVERAGE	NAIC #					
Daytona Beach FL 32115-2415		INSURER A: United Specialty Insurance Company	12537					
INSURED		INSURER B: Travelers Property Casualty Company of America	25674					
YELLOWSTONE LANDSCAPE, INC		INSURER C: Great American Insurance Company	16691					
3235 N STATE STREET		INSURER D: The Charter Oak Fire Insurance Company	25615					
PO BOX 849		INSURER E: American Guarantee and Liability Insurance Company	26247					
Bunnell	FL 32110	INSURER F:						

COVERAGES CERTIFICATE NUMBER: 19-20 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
E 98	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR PESTICIDE & HERBICIDE						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	\$ 1,000,000 \$ 100,000 \$ 5,000	
Α				ATNATL1914413	04/30/2019	04/30/2020	PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PROJECT LOC						GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 2,000,000 \$ 2,000,000	
	OTHER: AUTOMOBILE LIABILITY					i	COMBINED SINGLE LIMIT (Ea accident)	\$ \$ 1,000,000	
В	ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY AUTOS ONLY X AUTOS ONLY AUTOS ONLY			TC2JCAP9D89521919	04/30/2019	04/30/2020	BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	\$ \$	
						Marin.	(Per accident) PIP	\$ 10,000	
С	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$ 10,000			TUU254554401	04/30/2019	04/30/2020	EACH OCCURRENCE AGGREGATE	\$ 10,000,000 \$ 10,000,000	
D	DED RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		UB2N1103271951D	04/30/2019	04/30/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000	
Е	EXCESS LIABILITY			AEC346775300	04/30/2019	04/30/2020	OCC & AGG	10,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS

CERTIFICATE HOLDER		CANCELLATION
YELLOWSTONE LANDSCAPE INC 3235 N STATE ST		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
PO BOX 849		AUTHORIZED REPRESENTATIVE
0.0000 0.0000 0.000000	747 09800700008	" DA!
BUNNELL	FL 32110	To Volut

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Form (Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.											
	Yellowstone Landscape - Southeast, LLC											
	2 Business name/disregarded entity name, if different from above											
	dba Yellowstone Landscape											
page 3.	following seven boxes.						4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):					
o.	☐ Individual/sole proprietor or ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/ single-member LLC					From the same and off and						
Jon Jon	Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ C						Exempt payee code (if any)					
Print or type. Specific Instructions on page						Exemption from FATCA reporting code (if any)						
ecif	Other (see instructions) ▶				(Applies to accounts maintained outside the U.S.)							
Sp	5 Address (number, street, and apt. or suite no.) See instructions.	Requ	uester's	name a	ame and address (optional)							
See	3235 N. State Street, PO Box 849											
٠,	6 City, state, and ZIP code											
	Bunnell, FL 32110											
	7 List account number(s) here (optional)											
			<u> </u>									
Par												
	your TIN in the appropriate box. The TIN provided must match the nan p withholding. For individuals, this is generally your social security nun		Soc	cial sec	urity r	numb	er	-	_	_		
	nt alien, sole proprietor, or disregarded entity, see the instructions for l				_			-				
entitie	s, it is your employer identification number (EIN). If you do not have a r		Ш					L				
TIN, la		Alas as a Milast Maura and	or	ployer i	donti	ficati	on n	umb	or			
	If the account is in more than one name, see the instructions for line 1 er To Give the Requester for guidelines on whose number to enter.	. Also see vvnat ivame and		pioyer	C	I	OII III	umb		-1	=	
			2	0 -	2	9	9	3	5	0	3	
Part	II Certification											
	penalties of perjury, I certify that:											
	number shown on this form is my correct taxpayer identification number	per (or I am waiting for a nun	nber to	be issu	ued to	o me); an	nd				
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and												
3. I an	a U.S. citizen or other U.S. person (defined below); and											
4. The	FATCA code(s) entered on this form (if any) indicating that I am exemp	ot from FATCA reporting is o	orrect.									
you ha acquis other t	cation instructions. You must cross out item 2 above if you have been not ve failed to report all interest and dividends on your tax return. For real est ition or abandonment of secured property, cancellation of debt, contribution than interest and dividends, you are not required to sign the certification, be	tate transactions, item 2 does ons to an individual retiremen	not app	ply. For ement	mort	gage and	inte	erest erally	paid	d, avme	ents	
Sign Here	Signature of U.S. person ► Chris Helles	Date ▶	. /	114	1/1	19						
Ger	neral Instructions	 Form 1099-DIV (dividen- funds) 	ds, incl	uding t	hose	from	n sto	cks	or r	nutu	al	
Section references are to the Internal Revenue Code unless otherwise noted.		 Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) 										
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.		 Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) 										
Purpose of Form		 Form 1099-S (proceeds from real estate transactions) Form 1099-K (merchant card and third party network transactions) 										
An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other		Form 1098 (home mortg										
		1098-T (tuition) • Form 1099-C (canceled debt)										
		Form 1099-A (acquisition or abandonment of secured property)										
		Use Form W-9 only if you are a U.S. person (including a resident										
amour	t reportable on an information return. Examples of information	alien), to provide your correct TIN.										
returns include, but are not limited to, the following. • Form 1099-INT (interest earned or paid)		If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.										



State of



Florida

Department of Agriculture and Consumer Services
Bureau of Licensing and Enforcement

CERTIFIED PEST CONTROL OPERATOR

Number: JF235888

DAVID BOLDMAN

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn and Ornamental

in conformity with an Act of the Legislature of the State of Florida regulating the practice of Pest Control and imposing penalties for violations.

In Testimony Whereof, Witness this

signature at Faflahassee, Florida on August 5, 2015

Chief, Bureau of Licensing and Enforcement

FDACS 13618, 06/01

Adam H. Putnam Commissioner of Agriculture



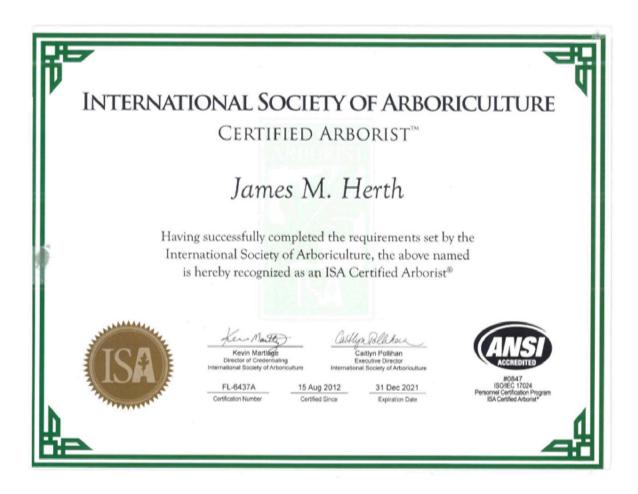


EXHIBIT "A" LANDSCAPE MANAGEMENT SERVICES PRICING SHEET

HIGHLAND MEADOWS WEST CDD

Core Maintenance Services	
Mowing & Detailing (42 visits) Includes Mowing, Edging, String Trimming, & Cleanup Includes Shrub Pruning, Tree Pruning, & Weeding	\$49,080
Additional Detailing Visits (8 visits) Additional visits made to property during non mow weeks to focus on detailing, spraying, blowing off of the property, and focusing on other Winter tasks	\$4,800
IPM Includes Fertilization & Pest Control Applications	\$3,720
Irrigation Inspections Includes minor adjustments and full inspection of system. Repairs will be proposed separately when discovered monthly	\$3,000
Total	\$60,600

Additional Services	
Mulch (1x/year) 40 cubic yards installed	\$1,800
Tree Pruning (included up to 8' over sidewalks and 10' over roads)	Included

Grand Total Annual:	\$62,400.00
Grand Total Monthly:	\$5,200.00

EXHIBIT "B" PERFORMANCE STANDARDS

HIGHLAND MEADOWS WEST CDD

Managing the needs of your unique landscape requires careful planning and attention to detail.

Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment.

Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

Service	Visits
Mowing	42 mows(all areas excluding retention ponds and buffers behind homes) 36 mows (retention ponds and buffer areas behind homes)
Detailing (3-week detail rotation)	17
IPM - Fertilization & Pest Control	6
Irrigation Inspections	12
Mulch	1
Tree Pruning (8' over sidewalks, 10' over roads)	1

50 total visits by maintenance crew



Client Name:	Government Management Services	Property Name:	Highland Meadows West CDD
Billing Address:	135 W. Central Blvd Unit 320	Property Address:	Patterson Rd. Haines City, FL 33844
Property Contact:	Clayton Smith	Contractor:	Yellowstone Landscape PO Box 849 Bunnell, FL 32110
Property Contact Email:	csmith@gmscfl.com	Yellowstone Contact:	Pete Wittman
Property Contact Phone:	407-201-1514	Yellowstone Contact Email:	pwittman@yellowstonelandsca pe.com
Contract Effective Date:	6-1-20	Yellowstone Contact Phone:	407-319-8298
Contract Expiration Date:	5-31-21	Yellowstone Scope of Services:	The Client agrees to engage Yellowstone Landscape to provide the services and work described in the
Initial Term:	One Year		attached Exhibit(s) A & B.
Compensation S	chedule: (please initial mulch or no	o mulch option)	
	pay Yellowstone Landscape {\$62,400.00 v ts billed in the amount of {\$5,200.00 with r		
	the commencement of each additional automatic two		

Accepted by: Government Management Services

Signature: _____

Date:

Printed Name: Mike Wilding Printed Name: Clayton Smith

agreement.

Date:

Presented by: Yellowstone Landscape

Signature: _____

TERMS AND CONDITIONS

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation maybe issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality and Working Conditions: The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional 12 month term and will continue to renew at the end of each successive 12 month term unless cancelled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on Page 1 of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. All payments should be mailed to: Yellowstone Landscape, PO Box 101017, Atlanta, GA 30392-1017.

Termination for Cause: If Yellowstone fails to fully perform its obligations and fails to cure any such default within 30 days after receipt of written notice specifying the acts or omissions, Client shall have the right to terminate this Agreement. In the event of a "Termination for Cause", Client shall notify Yellowstone of the termination date in writing and pay Yellowstone for all Services performed to the effective date of termination.

Default: In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.

Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the reperformance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Dispute Resolution and Choice of Law: By entering into this Agreement, the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned and hired vehicles, with combined single limits of not less than \$1.000.000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30)days prior to any cancellation, non-renewal or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be, and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses and damages, whether in contract, tort or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special or punitive damages.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental or punitive damages (including but not limited to loss of use, income, profits, financing or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.

Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God,governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or inequity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

SECTION VIII

SECTION C

Highland Meadows WestCommunity Development District

Summary of Checks

March 11, 2020 to May 18, 2020

Bank	Date	Date Check No.'s Amou		Amount
General Fund	3/11/20 3/24/20 3/27/20 4/2/20	105-106 107-113 114 115	\$ \$ \$ \$	5,238.94 17,299.29 323,511.91 3,825.00
	4/14/20 4/24/20 5/8/20 5/11/20	116-127 128 129 130-133	\$ \$ \$	75,482.32 101.89 3,833.10 5,187.61
			\$	434,480.06
			\$	434,480.06

AP300R *** CHECK DATES	YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPTO 03/11/2020 - 05/18/2020 *** GENERAL FUND BANK A HIGHLAND MEADOW WEST	UTER CHECK REGISTER	RUN 5/19/20	PAGE 1
CHECK VEND# DATE	INVOICEEXPENSED TO VENDOR NAME DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
3/11/20 00019	2/25/20 55143/16 202002 320-53800-43200	*	34.05	
	2500 ORCHID DR CITY OF HAINES CITY			34.05 000105
3/11/20 00007	11/27/19 111359 201910 310-51300-49100	*	2,117.50	
	BOUNDARY AMEND-OCT19 12/16/19 111607 201911 310-51300-49100 BOUNDARY AMEND-NOV19		3,087.39	
	HOPPING GREEN & SAMS PA			5,204.89 000106
3/24/20 00008	2/12/20 AR021220 202002 310-51300-11000 SUPV FEE 2/12/20	*	200.00	
	ANDREW RHINEHART			200.00 000107
3/24/20 00001	2/01/20 25 202002 310-51300-34000	*	2,916.67	
	MANAGEMENT FEES-FEB20 2/01/20 25	*	75.00	
	INFO TECH - FEB20 2/01/20 25	*	416.67	
	DISSEMINATION-FEB20 2/01/20 25 202002 310-51300-51000	*	2.65	
	OFFICE SUPPLIES 2/01/20 25 202002 310-51300-42000	*	10.50	
	POSTAGE 2/01/20 25 202002 310-51300-42500	*	43.20	
	COPIES 3/01/20 27 202003 310-51300-34000	*	2,916.67	
	MANAGEMENT FEE-MAR20 3/01/20 27 202003 310-51300-35200	*	75.00	
	INFO TECC-MAR20 3/01/20 27 202003 310-51300-31300	*	833.33	
	DISSEMINATION-MAR20 3/01/20 27 202003 310-51300-51000	*	2.50	
	OFFICE SUPPLIES 3/01/20 27 202003 310-51300-42000	*	9.22	
	POSTAGE 3/01/20 27 202003 310-51300-42500	*	77.40	
	COPIES GOVERNMENTAL MANAGEMENT SERV	VICES		7,378.81 000108
3/24/20 00007	2/21/20 112949 202001 310-51300-31500	*	4,731.68	
	NOTICE OF LIEN/EXPANSION HOPPING GREEN & SAMS PA			4,731.68 000109
3/24/20 00003	2/12/20 LS021220 202002 310-51300-11000	*	200.00	
	SUPV FEE 2/12/20			200 00 000110

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LAUREN OAKLEY SCHWENK

200.00 000110

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 5/19/20 PAGE 2
*** CHECK DATES 03/11/2020 - 05/18/2020 *** GENERAL FUND

*** CHECK DATES	03/11/2020 - 05/18/2020 *** GEN BAN	IERAL FUND IK A HIGHLAND MEADOW WEST			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# SU	VENDOR NAME JB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
3/24/20 00014	2/12/20 PM021220 202002 310-51300-11 SUPV FEE 2/12/20	000	*	200.00	
		PATRICK MARONE			200.00 000111
3/24/20 00009	2/12/20 RH021220 202002 310-51300-11 SUPV FEE 2/12/20		*	200.00	
		RENNIE HEATH			200.00 000112
3/24/20 00010	1/03/20 LH345770 202001 310-51300-49 NOT OF PUB HEAR-1/7/20	9100	*	4,388.80	
		THE LEDGER/NEWS CHIEF			4,388.80 000113
3/27/20 00024	3/27/20 03272020 202003 300-20700-10 DEVELP FUNDING CONSTR FND		*	323,511.91	
		HIGHLAND MEADOWS WEST CDD			323,511.91 000114
4/02/20 00001	4/01/20 28 202004 310-51300-34 MANAGEMENT FEES-APR20	1000	*	2,916.67	
	4/01/20 28 202004 310-51300-35 INFORMATION TECH-APR20		*	75.00	
	4/01/20 28 202004 310-51300-31 DISSEMINATION-APR20	.300		833.33	
		GOVERNMENTAL MANAGEMENT SERVICES			3,825.00 000115
4/14/20 00008	3/19/20 AR031920 202003 310-51300-11 SUPER FEES 03/19/20	.000	*	200.00	
		ANDREW RHINEHART			200.00 000116
4/14/20 00015	2/25/20 16834204 202002 310-51300-32 FY19 FINANCIAL STATEMENTS	2200	*	3,000.00	
		CARR, RIGGS, & INGRAM, LLC			3,000.00 000117
4/14/20 00019	3/25/20 55143/16 202003 320-53800-43 MAR 20 WATER	3200	*	1,073.35	
		CITY OF HAINES CITY			1,073.35 000118
4/14/20 00025	3/02/20 HMW-2020 202003 330-53800-53 INTERLOCAL AGREEMENT 0320			59,358.00	
		DAVENPORT ROAD SOUTH CDD			59,358.00 000119
4/14/20 00021	3/20/20 38800-50 202003 320-53800-43 MAR 2020 ELECTRIC SERV		*	28.62	
	3/20/20 68996-67 202003 320-53800-43 MAR 2020 ELECTRIC SERV	3000	*	28.11	
	3/24/20 07585764 202003 320-53800-43 MAR 2020 ELECTRIC SERV	3000	*	63.53	

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AP300R *** CHECK DATES 03/11/2020 - 05/18/20	20 *** GENERAL FUND	ABLE PREPAID/COMPUTER CHECK	REGISTER RUN	5/19/20	PAGE 3
CHECK VEND#INVOICE DATE DATE INVOICE YR	EXPENSED TO MO DPT ACCT# SUB SUBCLAS		ratus -		CHECK

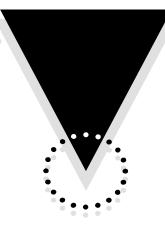
CHECK V	VEND#	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME STATUS	AMOUNT	CHECK AMOUNT #
		3/24/20 40981-90 202003 320-53800-43000 MAR 2020 ELECTRIC SERV		96.09	
		DUKE ENERGY			216.35 000120
4/14/20 (00007	10/01/10 110055 001010 010 51000 40100	· ·	2,557.25	
		BOUNDARY AMEND SVC 12/31 1/31/20 112950 202001 310-51300-49100 BOUNDARY AMEND SERV 01/20	* * *	6,383.71	
		HOPPING GREI	EN & SAMS PA		8,940.96 000121
4/14/20 0		3/19/20 LS031920 202003 310-51300-11000 SUPER FEES 3/19/20	*	200.00	
		LAUREN OAKLI	EY SCHWENK		200.00 000122
4/14/20 0	00014	3/19/20 PM031920 202003 310-51300-11000 SUPER FEES 03/19/20	*	200.00	
		PATRICK MAR	ONE		200.00 000123
4/14/20	00009	3/19/20 RH031920 202003 310-51300-11000	*	200.00	
		RENNIE HEATI	H		200.00 000124
4/14/20		3/25/20 L060GOJ2 201911 310-51300-48000 LEGAL ADVERTISING 11/2019	*	281.16	
		THE LEDGER/I	NEWS CHIEF		281.16 000125
4/14/20	00022	12/20/19 1433 201912 310-51300-35200 WEBSITE FEES 12/2019	*	1,750.00	
		VGLOBAL TECH	H		1,750.00 000126
	00017	2/17/20 571 201912 310-51300-31100 ENGINEERING 2/17/2020	*	62.50	
		WOOD & ASSO	CIATES		62.50 000127
4/24/20	00001	4/01/20 29 202004 310-51300-51000 OFFICE SUPPLIES	*	2.89	
		4/01/20 29 202004 310-51300-42000	*	34.09	
		POSTAGE 4/01/20 29 202004 310-51300-42500 COPIES	*	24.45	
		4/01/20 30 202004 310-51300-51000	*	40.46	
		STAPLES GOVERNMENTA	L MANAGEMENT SERVICES		101.89 000128
5/08/20 (00001	5/01/20 31 202005 310-51300-34000 MNGT FEES05/2020	*	2,916.67	

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AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMP *** CHECK DATES 03/11/2020 - 05/18/2020 *** GENERAL FUND BANK A HIGHLAND MEADOW WEST	PUTER CHECK REGISTER	RUN 5/19/20	PAGE 4
CHECK VEND#INVOICEEXPENSED TO VENDOR NAME DATE DATE INVOICE YRMO DPT ACCT# SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
5/01/20 31 202005 310-51300-31300 DISSEMINATION AGENT 05/20	*	833.33	
5/01/20 31 202005 310-51300-51000 OFFICE SUPPLIES	*	.15	
5/01/20 31 202005 310-51300-42000 POSTAGE	*	7.95	
5/01/20 31 202005 310-51300-35200	*	75.00	
GOVERNMENTAL MANAGEMENT SER	RVICES		3,833.10 000129
5/11/20 00015 4/17/20 16881627 202004 310-51300-32200	*	2,000.00	
CARR, RIGGS, & INGRAM, LLC			2,000.00 000130
5/11/20 00019	*	12.12	
CITY OF HAINES CITY			12.12 000131
MAR 2020 WATER CITY OF HAINES CITY 5/11/20 00007 3/31/20 114140 202003 310-51300-31500 GENERAL COUNSEL MAR/2020	*	3,138.35	
HOPPING GREEN & SAMS PA			3,138.35 000132
5/11/20 00021 4/22/20 38800 50 202004 320-53800-43000	*	18.50	
2500 ORCHID DR LIFT 4/22/20 68996 67 202004 320-53800-43000 2501 ORCHID DR LIFT	*	18.64	
DUKE ENERGY			37.14 000133
TOTAL FO	OR BANK A	434,480.06	

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TOTAL FOR REGISTER 434,480.06



Community Development District

Unaudited Financial Reporting

March 31, 2020



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U	Series 2013 Capital Projects Fund income Statement
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COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET March 31, 2020

	Comment	Dalet Camilia	Comital Business	
	General	Debt Service	Capital Projects	Takala
	Fund	Fund	Fund	Totals
ASSETS:				
CASH				
OPERATING ACCOUNT	\$94,236			\$94,236
INVESTMENTS	334,230			334,230
SERIES 2019				
RESERVE		\$411,969		\$411,969
REVENUE		\$136,894		\$136,894
INTEREST		\$1,625		\$1,625
PREPAYMENT		\$502,155		\$502,155
CONSTRUCTION			\$358,308	\$358,308
SERIES 2020A2			\$336,306	\$336,306
RESERVE		\$157,456		\$157,456
REVENUE		\$157,436 \$89		\$137,430
INTEREST		\$71,319		\$71,319
CONSTRUCTION		\$/1,519 	\$2,106,421	\$2,106,421
COST OF ISSUANCE			\$4,202	\$4,202
SERIES 2020A3			34,202	34,202
RESERVE		\$55,772		\$55,772
REVENUE		\$33,772 \$31		\$33,772 \$31
INTEREST		\$24,593		\$24,593
CONSTRUCTION		Ş24,J33 	\$671,252	\$671,252
COST OF ISSUANCE			\$1,449	\$1,449
COST OF ISSUANCE			71,443	71,443
TOTAL ASSETS	\$94,236	\$1,361,903	\$3,141,631	\$4,597,770
LIABILITIES:				
ACCOUNTS PAYABLE	\$78,633			\$78,633
RETAINAGE PAYABLE			\$59,794	\$59,794
FUND EQUITY:				
FUND BALANCES:				
UNASSIGNED	\$15,603			\$15,603
RESERVED FOR DEBT SERVICE 2019		\$1,052,643		\$1,052,643
RESERVED FOR DEBT SERVICE 2020A2		\$228,864		\$228,864
RESERVED FOR DEBT SERVICE 2020A3		\$80,396		\$80,396
RESERVED FOR CAPITAL PROJECTS 2019			\$553,048	\$553,048
RESERVED FOR CAPITAL PROJECTS 2020A2			\$1,920,278	\$1,920,278
RESERVED FOR CAPITAL PROJECTS 2020A3			\$608,511	\$608,511
TOTAL LIABILITIES & FUND EQUITY	\$94,236	\$1,361,903	\$3,141,631	\$4,597,770

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

	ADOPTED	PRORATED BUDGET	ACTUAL			
	BUDGET	THRU 03/31/20	THRU 03/31/20	VARIANCE		
REVENUES:						
ASSESSMENTS - LOT CLOSINGS	\$0	\$0	\$9,894	\$9,894		
DEVELOPER CONTRIBUTIONS	\$265,700	\$130,000	\$130,000	\$0		
BOUNDARY AMENDMENT CONTRIBUTIONS	\$0	\$0	\$18,535	\$18,535		
TOTAL REVENUES	\$265,700	\$130,000	\$158,428	\$28,428		
EXPENDITURES:						
ADMINISTRATIVE:						
SUPERVISORS FEES	\$12,000	\$6,000	\$4,800	\$1,200		
INSURANCE	\$5,600	\$5,600	\$5,125	\$475		
ENGINEERING	\$20,000	\$10,000	\$63	\$9,938		
DISTRICT COUNSEL	\$20,000	\$10,000	\$16,042	(\$6,042)		
ANNUAL AUDIT	\$4,000	\$3,000	\$3,000	\$0		
ASSESSMENT ADMINISTRATION	\$5,000	\$0	\$0	\$0		
ARBITRAGE	\$650	\$0	\$0	\$0		
DISSEMINATION FEES	\$5,000	\$2,500	\$2,917	(\$417)		
TRUSTEE FEES	\$3,500	\$0	\$0	\$0		
DISTRICT MANAGEMENT	\$35,000	\$17,500	\$17,500	(\$0)		
TELEPHONE	\$250	\$125	\$1	\$124		
POSTAGE & DELIVERY	\$500	\$250	\$81	\$169		
OFFICE SUPPLIES	\$1,000	\$500	\$20	\$480		
PRINTING & BINDING	\$1,000	\$500	\$237	\$263		
LEGAL ADVERTISING	\$10,000	\$5,000	\$7,843	(\$2,843)		
MISCELLANEOUS POLINIDARY AMENDMENT EXPENSES	\$5,000	\$2,500	\$240	\$2,260		
BOUNDARY AMENDMENT EXPENSES INFORMATION TECHNOLOGY	\$0 \$900	\$0 \$450	\$20,035	(\$20,035)		
DUES, LICENSES, & FEES	\$175	\$430 \$175	\$2,200 \$175	(\$1,750) \$0		
			•			
TOTAL ADMINISTRATIVE:	\$129,575	\$64,100	\$80,278	(\$16,178)		
OPERATIONS & MAINTENANCE:						
PROPERTY INSURANCE	\$1,000	\$1,000	\$167	\$833		
INTERLOCAL AMENITY AGREEMENT	\$48,958	\$48,958	\$59,358	(\$10,400)		
PLAYGROUND LEASE	\$0	\$0	\$5,676	(\$5,676)		
LANDSCAPE MAINTENANCE	\$58,000	\$29,000	\$0	\$29,000		
LANDSCAPE REPLACEMENT	\$5,000	\$2,500	\$0	\$2,500		
FERTILIZATION	\$13,167	\$6,583	\$0	\$6,583		
ELECTRIC	\$0	\$0	\$338	(\$338)		
WATER & IRRIGATION	\$0	\$0	\$1,135	(\$1,135)		
CONTINGENCY	\$10,000	\$5,000	\$0	\$5,000		
TOTAL OPERATIONS & MAINTENANCE:	\$136,125	\$93,041	\$66,674	\$26,367		
TOTAL EXPENDITURES	\$265,700	\$157,141	\$146,951	\$10,190		
EXCESS REVENUES (EXPENDITURES)	\$0		\$11,477			
FUND BALANCE - BEGINNING	\$0		\$4,127			
FUND DALANCE ENDING	ćo		Ć1F C02			
FUND BALANCE - ENDING	\$0		\$15,603			

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND SERIES 2019

Statement of Revenues & Expenditures

	ADOPTED	PRORATED BUDGET	ACTUAL			
	BUDGET	THRU 03/31/20	THRU 03/31/20	VARIANCE		
REVENUES:						
SPECIAL ASSESSMENTS	\$411,969	\$129,213	\$129,213	\$0		
ASSESSMENTS - PREPAYMENTS	\$0	\$0	\$504,237	\$504,237		
INTEREST	\$500	\$0	\$3,231	\$3,231		
TOTAL REVENUES	\$412,469	\$129,213	\$636,682	\$507,469		
EXPENDITURES:						
INTEREST EXPENSE - 11/1	\$157,567	\$157,567	\$157,567	\$0		
INTEREST EXPENSE - 5/1	\$152,484	\$0	\$0	\$0		
TOTAL EXPENDITURES	\$310,052	\$157,567	\$157,567	\$0		
OTHER FINANCING SOURCES:						
TRANSFER IN (OUT)	\$0	\$0	\$132	\$132		
TOTAL OTHER FINANCING SOURCES (USES)	\$0	\$0	\$132	\$132		
EXCESS REVENUES (EXPENDITURES)	\$102,417		\$479,247			
FUND BALANCE - BEGINNING	\$158,060		\$573,397			
FUND BALANCE - ENDING	\$260,477		\$1,052,643			

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND SERIES 2020A2

Statement of Revenues & Expenditures

	ADOPTED	PRORATED BUDGET	ACTUAL		
	BUDGET	THRU 03/31/20	THRU 03/31/20	VARIANCE	
REVENUES:					
INTEREST	\$0	\$0	\$89	\$89	
TOTAL REVENUES	\$0	\$0	\$89	\$89	
EXPENDITURES:					
INTEREST EXPENSE - 5/1	\$0	\$0	\$0	\$0	
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	
OTHER FINANCING SOURCES:					
BOND PROCEEDS	\$0	\$0	\$228,775	\$228,775	
TOTAL OTHER FINANCING SOURCES (USES)	\$0	\$0	\$228,775	\$228,775	
EXCESS REVENUES (EXPENDITURES)	\$0		\$228,864		
FUND BALANCE - BEGINNING	\$0		\$0		
FUND BALANCE - ENDING	\$0		\$228,864		

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND SERIES 2020A3

Statement of Revenues & Expenditures

	ADOPTED	PRORATED BUDGET	ACTUAL		
	BUDGET	THRU 03/31/20	THRU 03/31/20	VARIANCE	
REVENUES:					
INTEREST	\$0	\$0	\$31	\$31	
TOTAL REVENUES	\$0	\$0	\$31	\$31	
EXPENDITURES:					
INTEREST EXPENSE - 5/1	\$0	\$0	\$0	\$0	
TOTAL EXPENDITURES	\$0	\$0	\$0	\$0	
OTHER FINANCING SOURCES:					
BOND PROCEEDS	\$0	\$0	\$80,365	\$80,365	
TOTAL OTHER FINANCING SOURCES (USES)	\$0	\$0	\$80,365	\$80,365	
EXCESS REVENUES (EXPENDITURES)	\$0		\$80,396		
FUND BALANCE - BEGINNING	\$0		\$0		
FUND BALANCE - ENDING	\$0		\$80,396		

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND SERIES 2019

Statement of Revenues & Expenditures

	ADOPTED	PRORATED BUDGET	ACTUAL			
	BUDGET	THRU 03/31/20	THRU 03/31/20	VARIANCE		
REVENUES:						
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$382,814	\$382,814		
INTEREST	\$0	\$0	\$6,921	\$6,921		
TOTAL REVENUES	\$0	\$0	\$389,736	\$389,736		
EXPENDITURES:						
CAPITAL OUTLAY	\$0	\$0	\$1,523,862	(\$1,523,862)		
TOTAL EXPENDITURES	\$0	\$0	\$1,523,862	(\$1,523,862)		
OTHER FINANCING SOURCES:						
TRANSFER IN (OUT)	\$0	\$0	(\$132)	(\$132)		
TOTAL OTHER FINANCING SOURCES (USES)	\$0	\$0	(\$132)	(\$132)		
EXCESS REVENUES (EXPENDITURES)	\$0		(\$1,134,258)			
FUND BALANCE - BEGINNING	\$0		\$1,687,307			
FUND BALANCE - ENDING	\$0		\$553,048			

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND SERIES 2020A2

Statement of Revenues & Expenditures

	ADOPTED	PRORATED BUDGET	ACTUAL		
	BUDGET	THRU 03/31/20	THRU 03/31/20	VARIANCE	
REVENUES:					
INTEREST	\$0	\$0	\$926	\$926	
TOTAL REVENUES	\$0	\$0	\$926	\$926	
EXPENDITURES:					
CAPITAL OUTLAY	\$0	\$0	\$216,372	(\$216,372)	
CAPITAL OUTLAY - COST OF ISSUANCE	\$0	\$0	\$192,091	(\$192,091)	
TOTAL EXPENDITURES	\$0	\$0	\$408,463	(\$408,463)	
OTHER FINANCING SOURCES:					
BOND PROCEEDS	\$0	\$0	\$2,538,363	\$2,538,363	
TOTAL OTHER FINANCING SOURCES (USES)	\$0	\$0	\$2,538,363	\$2,538,363	
EXCESS REVENUES (EXPENDITURES)	\$0		\$2,130,826		
FUND BALANCE - BEGINNING	\$0		(\$210,548)		
FUND BALANCE - ENDING	\$0		\$1,920,278		

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND SERIES 2020A3

Statement of Revenues & Expenditures

REVENUES:	ADOPTED BUDGET	PRORATED BUDGET THRU 03/31/20	ACTUAL THRU 03/31/20	VARIANCE
INTEREST	\$0	\$0	\$319	\$319
TOTAL REVENUES	\$0	\$0	\$319	\$319
EXPENDITURES:				
CAPITAL OUTLAY CAPITAL OUTLAY - COST OF ISSUANCE	\$0 \$0	\$0 \$0	\$134,064 \$66,226	(\$134,064) (\$66,226)
TOTAL EXPENDITURES	\$0	\$0	\$200,290	(\$200,290)
OTHER FINANCING SOURCES:				
BOND PROCEEDS	\$0	\$0	\$873,645	\$873,645
TOTAL OTHER FINANCING SOURCES (USES)	\$0	\$0	\$873,645	\$873,645
EXCESS REVENUES (EXPENDITURES)	\$0		\$673,674	
FUND BALANCE - BEGINNING	\$0		(\$65,163)	
FUND BALANCE - ENDING	\$0		\$608,511	

Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
REVENUES:													_
ASSESSMENTS - LOT CLOSINGS	\$0	\$0	\$0	\$0	\$0	\$9,894	\$0	\$0	\$0	\$0	\$0	\$0	\$9,894
DEVELOPER CONTRIBUTIONS	\$20,000	\$0	\$0	\$20,000	\$0	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0	\$130,000
BOUNDARY AMENDMENT CONTRIBUTIONS	\$0	\$0	\$0	\$5,205	\$13,330	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,535
TOTAL REVENUES	\$20,000	\$0	\$0	\$25,205	\$13,330	\$99,894	\$0	\$0	\$0	\$0	\$0	\$0	\$158,428
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISORS FEES	\$800	\$1,800	\$0	\$600	\$800	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$4,800
INSURANCE	\$5,125	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,125
ENGINEERING	\$0	\$0	\$63	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$63
DISTRICT COUNSEL	\$2,009	\$2,314	\$3,849	\$4,732	\$0	\$3,138	\$0	\$0	\$0	\$0	\$0	\$0	\$16,042
ANNUAL AUDIT	\$0	\$0	\$0	\$0	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,000
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	\$417	\$417	\$417	\$417	\$833	\$0	\$0	\$0	\$0	\$0	\$0	\$2,917
TRUSTEE FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DISTRICT MANAGEMENT	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$0	\$0	\$17,500
TELEPHONE	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
POSTAGE & DELIVERY	\$20	\$1	\$41	\$1	\$11	\$9	\$0	\$0	\$0	\$0	\$0	\$0	\$81
OFFICE SUPPLIES	\$3	\$5	\$5	\$3	\$3	\$3	\$0	\$0	\$0	\$0	\$0	\$0	\$20
PRINTING & BINDING	\$46	\$24	\$43	\$3	\$43	\$77	\$0	\$0	\$0	\$0	\$0	\$0	\$237
LEGAL ADVERTISING	\$1,189	\$281	\$0	\$6,373	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,843
MISCELLANEOUS	\$0	\$0	\$240	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$240
BOUNDARY AMENDMENT EXPENSES	\$3,618	\$3,087	\$2,557	\$10,773	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,035
INFORMATION TECHNOLOGY	\$75	\$75	\$1,825	\$75	\$75	\$75	\$0	\$0	\$0	\$0	\$0	\$0	\$2,200
DUES, LICENSES, & FEES	\$175	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$175
TOTAL ADMINISTRATIVE:	\$16,393	\$10,921	\$11,956	\$25,891	\$7,265	\$7,852	\$0	\$0	\$0	\$0	\$0	\$0	\$80,278

Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
OPERATIONS & MAINTENANCE:													
PROPERTY INSURANCE	\$0	\$0	\$0	\$167	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$167
INTERLOCAL AMENITY AGREEMENT	\$0	\$0	\$0	\$0	\$0	\$59,358	\$0	\$0	\$0	\$0	\$0	\$0	\$59,358
PLAYGROUND LEASE	\$1,738	\$771	\$812	\$812	\$771	\$771	\$0	\$0	\$0	\$0	\$0	\$0	\$5,676
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
ELECTRIC	\$0	\$0	\$0	\$0	\$122	\$216	\$0	\$0	\$0	\$0	\$0	\$0	\$338
WATER & IRRIGATION	\$0	\$0	\$0	\$15	\$34	\$1,085	\$0	\$0	\$0	\$0	\$0	\$0	\$1,135
CONTINGENCY	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL OPERATIONS & MAINTENANCE:	\$1,738	\$771	\$812	\$994	\$927	\$61,431	\$0	\$0	\$0	\$0	\$0	\$0	\$66,674
TOTAL EXPENDITURES	\$18,131	\$11,692	\$12,768	\$26,885	\$8,192	\$69,284	\$0	\$0	\$0	\$0	\$0	\$0	\$146,951
EXCESS REVENUES/(EXPENDITURES)	\$1,869	(\$11,692)	(\$12,768)	(\$1,680)	\$5,138	\$30,610	\$0	\$0	\$0	\$0	\$0	\$0	\$11,477

Highland Meadows West Community Development District General Fund - Developer Contributions/Due from Developer

Funding Request	Prepared Payment Date Received		Check/Wire		Total Funding		General Fund		General Fund		General Fund		Over and (short)	
#		Date		Amount		Request	Ро	rtion (FY18)	Portion (FY19)		Portion (FY20)		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	\$	-	\$	-
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	11/12/19	\$	3,778.00	\$	3,778.00	\$	-	\$	3,778.00	\$	-	\$	-
BA1-2 FY20	11/5/19	11/25/19	\$	2,161.00	\$	2,161.00	\$	-	\$	2,161.00	\$	-	\$	-
1	10/10/19	10/22/19	\$	20,000.00	\$	20,000.00	\$	-	\$	-	\$	20,000.00	\$	-
2	1/28/20	2/7/19, 02/24/20	\$	20,000.00	\$	20,000.00	\$	-	\$	-	\$	20,000.00	\$	-
BA1-1	1/28/20	2/24/20	\$	5,204.89	\$	5,204.89	\$	_	\$	-	\$	5,204.89	\$	-
BA1-2	2/28/20	3/26/20	\$	13,329.76	\$	13,329.76	\$	-	\$	-	\$	13,329.76	\$	-
3	3/2/20	3/17/20, 03/24/20, 03/26/20	\$	90,000.00	\$	90,000.00	\$	-	\$	-	\$	90,000.00	\$	-
Due from De	veloper		\$:	263,234.46	\$	283,401.91	\$	20,475.00	\$	95,939.00	\$	148,534.65	\$	_

Total Developer Contributions FY20

\$ 148,534.65

Highland Meadows West Community Development District Series 2019 Project - Developer Contributions/Due from Developer

Funding	Prepared	Payment		Total	Capital Projects	Over and
Request	Date	Received	Check/Wire	Funding	Fund	(short)
#		Date	Amount	Request	Portion (FY20)	Balance Due
FY20 2019-1 2019-2	1/28/20 3/2/20	2/7/20 3/24/20	\$ 59,302.38 \$ 323,511.91	\$ 59,302.38 \$ 323,511.91		\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -
						\$ -
Due from De	veloper		\$ 382,814.29	\$ 382,814.29	\$ 382,814.29	\$ -

Total Developer Contributions FY20

\$ 382,814.29

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

SERIES 2020 ASSESSMENT AREA 2, SPECIAL ASSESSMENT REVENUE BONDS

INTEREST RATE: 2.875%, 3.250%, 3.625%, 4.000%

MATURITY DATE: 5/1/2050

RESERVE FUND DEFINITION MAXIMUM ANNUAL DEBT SERVICE

RESERVE FUND REQUIREMENT \$157,456
RESERVE FUND BALANCE \$157,456

BONDS OUTSTANDING - 02/18/20 \$2,770,000

CURRENT BONDS OUTSTANDING \$2,770,000

SERIES 2020 ASSESSMENT AREA 3, SPECIAL ASSESSMENT REVENUE BONDS

INTEREST RATE: 2.875%, 3.250%, 3.625%, 4.000%

MATURITY DATE: 5/1/2050

RESERVE FUND DEFINITION MAXIMUM ANNUAL DEBT SERVICE

RESERVE FUND REQUIREMENT \$55,772
RESERVE FUND BALANCE \$55,772

BONDS OUTSTANDING - 02/18/20 \$955,000

CURRENT BONDS OUTSTANDING \$955,000

Highland Meadows West Community Development District

Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Contractor	Description	ı	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	Ś	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	Ś	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	Ś	95,598.00
7/23/19	19	Hopping, Green & Sams	Invoice: 108288 - Legal Services - May 2019	Ś	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	Ś	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	Ś	30,641.56
9/16/19	26	HMD West, LLC	Invoices: 240 & 250 - Construction Management 07/16/19 to 08/15/19	Ś	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	Ś	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

Highland Meadows West Community Development District

Special Assessment Revenue Bonds, Series 2019

Date	Date Requisition # Contractor Description		Description		Requisition
Fiscal Year 2020					
10/1/19	31	Wood & Associates Engineering, LLC	Invoices: 10, 79 & 354 - Engineering Progress Billing - January, February, July - August 2019	Ś	37,770.00
10/1/19	32	HMD West, LLC	Invoice: 267 - Construction Management 09/01/19 to 09/15/19	Ś	3,000.00
10/1/19	33	Duke Energy	Invoice: F3304013901 - Patterson Road	Ś	6,786.7
		0.		\$ \$	
10/1/19	34	Tucker Paving, Inc	Pay Application 5 - Period through 09/25/19		610,265.3
10/1/19	35	Ferguson Waterworks	Invoices: 1770017 to 1775559 - Construction Material per September 2019 spreadsheet	\$	120,871.2
10/16/19	36	Tucker Paving, Inc	Pay Application Retainage - Period through 09/30/19	\$	59,793.6
10/16/19	37	HMD West, LLC	Invoice: 277 - Construction Management 09/16/19 to 09/30/19	\$	3,000.0
10/18/19	38	Wood & Associates Engineering, LLC	Invoices: 36, 78, 141, 407, 199, 291, 385, 384 & 340 - Review Fee, Publication Fee & Engineering Billing	\$	10,295.7
10/28/19	39	Wood & Associates Engineering, LLC	Invoice: 416 - Plat Review Fee Orchid Terrace Phase 1	\$	2,910.0
10/28/19	40	HMD West, LLC	Invoice: 291 - Construction Management 10/01/19 to 10/15/19	\$	3,000.0
11/8/19	41	Tucker Paving, Inc	Pay Application 6 - Period through 10/31/19	\$	686,320.8
11/6/19	42	Hopping, Green & Sams	Invoice: 109389 - Legal Services - July 2019	\$	43.5
11/7/19	43	HMD West, LLC	Invoice: 303 - Construction Management 10/16/19 to 10/31/19	\$	3,000.0
11/25/19	44	Danielle Fence	Invoice: 99964 - 35% Deposit of Installation & Permit	\$	36,410.1
11/25/19	45	HMD West, LLC	Invoice: 313 - Construction Management 11/1/19 to 11/15/19	Ś	3,000.0
	46	•	g ,, , , ,	\$	-,
11/22/19	46	Polk County Clerk of Courts	Recording Fee for Orchid Terrace Phase 1		150.0
11/22/19		Florida Wall Concepts Inc.	Application # 1 - Period to 10/20/19	\$	68,471.2
11/25/19	48	Duke Energy	Invoice: F3304010601 - Orchid Terrace	\$	646.4
11/25/19	49	Duke Energy	Invoices: F3303992703, F3303999202, F3303996602 & F3304000302 - Orchid Terrace	\$	34,449.5
11/25/19	50	HUB International Midwest Ltd.	Invoice: 1667061 - New Business Premium for Orchid Terrace	\$	29,499.0
12/4/19	51	Duke Energy	Invoices: F3250223101 & F3250278501 - Orchid Terrace	\$	14,358.
12/5/19	52	Tucker Paving, Inc	Pay Application 7 - Period through 11/30/19	\$	406,842.
12/6/19	53	HMD West, LLC	Invoice: 326 - Construction Management 11/16/19 to 11/30/19	\$	3,000.0
12/19/19	54	HMD West, LLC	Invoice: 334 - Construction Management 12/1/19 to 12/15/19	\$	3,000.0
12/23/19	55	Tucker Paving, Inc	Pay Application 8 - Period through 12/31/19	\$	89,165.2
12/30/19	56	Duke Energy	Invoice: F3476543301 - Orchid Terrace	\$	7,186.
1/14/20	57	Stewart & Associates Property Services, Inc.	Invoice: 11020 - Orchid Terrace Pay Application # 1	\$	56,000.0
1/14/20	58	HMD West, LLC	Invoice: 343 - Construction Management 12/16/19 to 12/31/19	\$	3,000.0
1/28/20	59	HMD West, LLC	Invoice: 351 - Construction Management 1/1/20 to 1/15/20	\$	3,000.0
1/28/20	60	Wood & Associates Engineering, LLC	Invoice: 290 - Engineer Review & Approval for 4/29/19 thru 7/7/19	\$	250.0
1/28/20	61	Wood & Associates Engineering, LLC	Invoices: 292 & 519 - Engineer Design for 4/9/19 thru 7/7/19 & Orchid Terrace Plat billing thru 12/30/19	\$	9,350.0
2/25/20	62	Florida Wall Concepts Inc.	Pay Application # 2 - Period to 1/20/20	\$	41,310.8
2/25/20	63	Wood & Associates Engineering, LLC	Invoice: 491 - Orchid Terrace Plat thru 11/24/19	\$	34,800.0
		TOTAL			2 200 047 2
		TOTAL		\$	2,390,947.2
scal Year 2020					
10/1/19		Interest		\$	3,746.2
11/1/19		Interest		\$	1,886.5
12/1/19		Interest		\$	971.4
1/1/20		Interest		\$	226.6
		interest	Parallaga Significa Parasast		
2/10/20			Developer Funding Request	\$	59,302.3
2/1/20		Interest		\$	53.7
3/2/20		Interest		\$	36.6
3/25/20			Reimbursement for Requisition 38 from Series 2020 A3 bonds	\$	973.7
3/25/20			Reimbursement for Requisition 31 & 38 from Series 2020 A2 bonds	\$	19,146.
3/25/20			Reimbursement for Requisition 51 from Series 2020 A2 bonds	\$	14,358.
3/31/20			Developer Funding Request	\$	323,511.
		TOTAL		\$	424,214.
			Acquisition/Construction Fund at 09/30/19	Ś	2,325,040.
			Interest Earned thru 03/31/20	Ś	
			Requisitions Paid thru 03/31/20		(2,390,947.2
			Remaining Acquisition/Construction Fund	\$	358,307.8

Highland Meadows West Community Development District

Special Assessment Revenue Bonds, Series 2020A Assessment Area 2

Date	Requisition #	Contractor	Description		Requisition
Fiscal Year 2020					
3/6/20	1	Ullrich's Pitcher Pump	Invoice: 0108280 - Pump & Well Materials	\$	9,500.00
3/6/20	2	The Kearney Companies, LLC	Payment Application # 1 - Services thru 1/31/20	\$	60,253.00
3/6/20	3	Wood & Associates Engineering, LLC	Invoices: 406, 463, 464 & 510 - Services billing from 9/8/19 - 12/8/19	\$	11,095.75
3/6/20	4	Horner Environmental Professionals, Inc.	Invoices: 216214 & 216136 - Billing for October & November 2019	\$	9,595.00
3/6/20	5	Greenland Services, LLC	Invoice: 19454 - Land Clearing services	\$	7,700.00
3/6/20	6	Orchid Terrace Development, LLC	Invoices: 356, 361 & 374 - Construction Management from 1/1/20 - 2/15/20	\$	6,647.76
3/6/20	7	Hopping Green & Sams	Invoices: 112951 & 112356 - Professional Services Rendered for December 2019 & January 2020	\$	3,426.81
3/6/20	8	Wood & Associates Engineering, LLC	Invoices: 465 & 571 - Engineer Services billing from 9/8/19 - 11/27/19 & 12/4/19 - 2/9/20	\$	2,688.75
3/6/20	9	Highland Meadows West	To reimburse Phase 1 for Req # 31 & 38 payable to Wood & Associates Engineering LLC	\$	19,146.25
3/6/20	10	Highland Meadows West	To reimburse Phase 1 for Req # 51 payable to Duke Energy	\$	14,358.84
3/13/20	11	City of Haines City	Plat Review Fee for Orchid Terrace Ph 2 (130 Lots) Highland Meadows West CDD	\$	1,550.00
3/13/20	12	Orchid Terrace Development, LLC	Invoice: 383 - Construction Management 2/16/20 to 2/29/20	\$	2,215.92
3/17/20	13	Greenberg Traurig	Invoice: 5313976 - Phase 2 service company charges	\$	866.50
3/20/20	14	Florida Wall Concept, Inc.	Pay Application # 1 - Period to 2/20/20	\$	43,455.51
3/20/20	15	Orchid Terrace Development, LLC	Invoice 386 - Construction Management 3/1/20 to 3/15/20	\$	2,215.92
3/26/20	16	Cassidy Holdings Group, LLC	Job # 171100 - Bond Fund Reimbursements	\$	9,835.00
3/26/20	17	Highland Sumner, LLC	Job # 201904 - Bond Fund Reimbursements	\$	30,827.85
3/26/20	18	Hopping Green & Sams	Invoice: 113648 - Professional Services for February 2020	\$	1,196.50
		TOTAL		\$	236,575.36
Fiscal Year 2020					
3/2/20		Interest		\$	912.56
		TOTAL		\$	912.56
			Acquisition/Construction Fund at 02/18/20	Ś	2.342.083.37
			Interest Earned thru 03/31/20	Ś	912.56
			Requisitions Paid thru 03/31/20	\$	(236,575.36
			Remaining Acquisition/Construction Fund		2,106,420.57

Highland Meadows West Community Development District

Special Assessment Revenue Bonds, Series 2020A Assessment Area 3

Date	Requisition #	Contractor	Description		Requisition
Fiscal Year 2020					
3/5/20	1	The Kearney Companies, LLC	Pay Application # 1 - Services thru 1/31/20	\$	27,437.96
3/5/20	2	Greenland Services, LLC	Invoice: 19455 - Land Clearing Services	\$	12,000.00
3/5/20	3	Orchid Terrace Group, LLC	Invoices: 357, 362 $\&$ 375 – Construction Management for $1/1/20 - 2/15/20$	\$	2,352.24
3/5/20	4	Wood & Associates Engineering, LLC	Invoice: 549 - Orchid Terrace billing 11/25/19 - 1/26/20	\$	4,950.00
3/5/20	5	Wood & Associates Engineering, LLC	Invoices: 465 & 571 - Partial payment for Phase 3 Engineer services from 9/8/19-11/27/19 & 12/4/19-2/9/20	\$	1,262.50
3/5/20	6	Hopping Green & Sams	Invoices: 112357 & 112953 - Phase 3 services for December 2019 & January 2020	\$	1,724.00
3/5/20	7	Highland Meadows West CDD	To reimburse Phase 1 for Req # 38 payable to Wood & Associates Engineering LLC	\$	973.75
3/5/20	8	Orchid Terrace Group, LLC	Bond Fund Reimbursement for Expenses thru 2/26/20	\$	42,163.00
3/5/20	9	Wood & Associates Engineering, LLC	Invoices: 498 & 510 - STM Property Project for 9/9/19 - 11/24/19 and Advertisement Expenses	\$	19,865.75
3/12/20	10	Orchid Terrace Group, LLC	Invoice: 384 - Construction Management 2/16/20 to 2/29/20	\$	784.08
3/16/20	11	Greenberg Traurig	Invoice: 5313976 - Phase 3 Service Company Charges	\$	866.50
3/18/20	12	Duke Energy	Invoice: F3500307801 - 46 Delivery Points and 2 Pull Boxes Installed	\$	12,717.24
3/20/20	13	Orchid Terrace Group, LLC	Invoice 385 - Construction Management 3/1/20 to 3/15/20	\$	784.08
3/24/20	14	City of Haines City	Orchid Terrace Phase 3 Plat Review Fees	\$	710.00
3/26/20	15	Duke Energy	Invoice: F3500340001 - Streetlight Order # 35003078	\$	6,446.23
		TOTAL		\$	135,037.33
Fiscal Year 2020 3/2/20		Interest		\$	314.04
		TOTAL		\$	314.04
			Acquisition/Construction Fund at 02/18/20	\$	805,974.89
			Interest Earned thru 03/31/20	\$	314.04
			· · ·	\$ \$ \$	

Requisition	Payee/Vendor	Amount
64	Cypress Signs	\$ 6,715.00
65	Florida Wall Concepts, Inc.	\$ 118,723.87
66	GeoPoint Surveying, Inc.	\$ 7,630.00
67	Stewart & Associates Property Services, Inc.	\$ 24,500.00
68	Tucker Paving, Inc.	\$ 69,762.37
69	Tucker Paving, Inc.	\$ 91,898.56
70	Wood & Associates Engineering, LLC	\$ 4,562.50
71	Stewart & Associates Property Services, Inc.	\$ 93,773.00
72	Danielle Fence	\$ 68,839.25
73	Greenland Services, LLC	\$ 59,905.00
	TOTAL	\$ 546,309.55

11	City of Haines City	\$	4 550 00
4.0		т	1,550.00
12	Orchid Terrace Development, LLC	\$	2,215.92
13	Greenberg Traurig	\$	866.50
14	Florida Wall Concept, Inc.	\$	43,455.51
15	Orchid Terrace Development, LLC	\$	2,215.92
16	Cassidy Holdings Group, LLC	\$	9,835.00
17	Highland Sumner, LLC	\$	30,827.85
18	Hopping Green & Sams	\$	1,196.50
19	Highland Meadows West CDD	\$	190,435.00
20	The Kearney Companies, LLC	\$	429,533.16
21	Atlantic TNG, LLC	\$	70,040.38
22	County Materials Corporation	\$	42,733.89
23	Ferguson Waterworks	\$	124,189.97
24	The Kearney Companies, LLC	\$	252,068.80
25	Florida Soil Cement Co., LLC	\$	22,374.11
26	Ferguson Waterworks	\$	65,495.27
27	Atlantic TNG, LLC	\$	7,757.37
28	Orchid Terrace Development, LLC	\$	2,215.92
	TOTAL	\$	1,299,007.07

Requisition	Payee/Vendor	Amount
10	Orchid Terrace Group, LLC	\$ 784.08
11	Greenberg Traurig	\$ 866.50
12	Duke Energy	\$ 12,717.24
13	Orchid Terrace Group, LLC	\$ 784.08
14	City of Haines City	\$ 710.00
15	Duke Energy	\$ 6,446.23
16	The Kearney Companies, LLC	\$ 87,976.67
17	Atlantic TNG, LLC	\$ 14,345.62
18	County Materials Corporation	\$ 8,752.73
19	Ferguson Waterworks	\$ 25,436.50
20	Orchid Terrace Group, LLC	\$ 784.08
21	The Kearney Companies, LLC	\$ 161,584.84
22	Florida Soil Cement Co., LLC	\$ 14,304.76
23	Ferguson Waterworks	\$ 41,874.03
24	Atlantic TNG, LLC	\$ 4,959.63
	TOTAL	\$ 382,326.99



THE KEARNEY COMPANIES, LLC.

9625 Wes Kearney Way, Riverview FL 33578

Office (813) 421-6601 Fax (813) 421-6701

Underground Utilities

Site Development

PROJECT: ORCHID TERRACE CHANGE ORDER NO. 5 THE KEARNEY COMPANIES PROJECT NO. 0008-03

Date: 31-Mar-20

Conditions: The changes described herein shall be governed by the terms and conditions of the Contract,

INV. NO.	DESCRIPTION	Invoice Amount	Sales Tax	TOTAL COST
1803305	FERGUSON 3/3/2020	\$ 30,424.80		
1806545-2	FERGUSON 3/3/2020	\$ 2,603.00		**************************************
1806624	FERGUSON 2/27/2020	\$ 629.80		54.V-/N
1806953	FERGUSON 3/2/2020	\$ 1,024.64		
1807083-2	FERGUSON 2/27/2020	\$ 1,129.50		30
1807886	FERGUSON 2/27/2020	\$ 1,673.68		
1807941	FERGUSON 3/2/2020	\$ 263.10		
1808716	FERGUSON 3/2/2020	\$ 169.17	7	-
1808760	FERGUSON 2/28/2020	\$ 500.00		
1808929	FERGUSON 3/2/2020	\$ 45,707.70		
1808929-1	FERGUSON 3/5/2020	\$ 1,921.62		
1808929-2	FERGUSON 3/6/2020	\$ 1,680.00		2000
1808929-3	FERGUSON 3/24/2020	\$ 10,924.00		
1808974	FERGUSON 3/2/2020	\$ 3,038.20		
1808975	FERGUSON 3/2/2020	\$ 1,293.66		es esta
1810101	FERGUSON 3/4/2020	\$ 185.00		
1810398	FERGUSON 3/5/2020	\$ 1,429.65		
1810398-1	FERGUSON 3/6/2020	\$ 438.50		***************************************
1810771	FERGUSON 3/6/2020	\$ 425.28		77-444
1811035	FERGUSON 3/9/2020	\$ 1,908.00	***************************************	
		\$ 107,369.30	\$ 5,368.47	\$ 112,737.7
128208	ATLANTIC TNG 2/28/2020	\$ 4,346.00		7.00
128261	ATLANTIC TNG 3/3/2020	\$ 357.00	100000	
128314	ATLANTIC TNG 3/5/2020	\$ 3,259.00		
128436	ATLANTIC TNG 3/11/2020	\$ 4,355.00		
128564	ATLANTIC TNG 3/18/2020	\$ 400.00	A0732 A0732	
		\$ 12,717.00	\$ 635.85	\$ 13,352.8
20024	FLORIDA SOIL CEMENT 3/12/2020	\$ 2,937.87		and protest and the state of th
20027	FLORIDA SOIL CEMENT 3/26/2020	\$ 33,741.00	İ	
		\$ 36,678.87	\$ 1,833.94	\$ 38,512.8
TOTAL				\$ (164,603.4

101112	3 (104,005
The Kearney Companies LLC hereby requests an extension of	day(s) to the original contract deadline for this work.
	E: DIRECT PURCHASE OF MATERIALS BY CDD
ACCEPTABLE TO: The Kearney Companies, LLC.	DATE: 31-Mar-20
Engineer Companies, ELC.	DATE: 4-1-20
Ownter -	DATE: 4-2-2021)



THE KEARNEY COMPANIES, LLC.

9625 Wes Kearney Way, Riverview FL 33578

Office (813) 421-6601 Fax (813) 421-6701

Underground Utilities

Site Development

PROJECT: ORCHID TERRACE CHANGE ORDER NO. 6 THE KEARNEY COMPANIES PROJECT NO. 0008-03

Conditions: The changes described herein shall be governed by the terms and conditions of the Contract,

Date: 30-Apr-20

INV. NO.	DESCRIPTION		Invoice Amount	S	ales Tax		TOTAL COST
1817448	FERGUSON 4/8/2020	\$	342.39				
1818097	FERGUSON 4/10/2020	\$	27.93				West, and the state of
		\$	370.32	\$	18.52	\$	388.8
20031	FLORIDA SOIL CEMENT CO. 3/31/2020	\$	1,345.50				
20032	FLORIDA SOIL CEMENT CO. 3/31/2020	\$	3,570.27				
		\$	4,915.77	\$	245.79	\$	5,161.5
129247	ATLANTIC TNG 4/24/2020	\$	700.00				The state of the s
		\$	700.00	\$	35.00	\$	735.0
151048-12	COUNTY MATERIALS 2/26/2020	\$	4,682.24		1		Daniel Mariania V
151048-13	COUNTY MATERIALS 2/28/2020	\$	4,525.64		***************************************		
151048-14	COUNTY MATERIALS 2/27/2020	\$	5,131.92		The state of the s	i	
151048-15	COUNTY MATERIALS 2/27/2020	\$	1,999.44				
151048-16	COUNTY MATERIALS 2/28/2020	\$	4,665.36				
151048-17	COUNTY MATERIALS 3/6/2020	\$	812.80				1110
		\$	21,817.40	\$	1,090.87	\$	22,908.2
TOTAL						\$	(29,193.6
	panies LLC hereby requests an extension of	0 day	(s) to the origi	nol oo	ntraat daad		
CEPTABLE 1	REASON FOR CHANGE: D						tills work.
	mizude		DATE: _	55 200	30-Apr-20		
	The Kearney Companies, LLC. Engineer		DATE:	5-1	1-20		
			DATE:				



April 21, 2020

Samantha Hoxie – Recording Secretary Highland Meadows West CDD Office 219 E. Livingston Street Orlando, Florida 32801-1508

RE: Highland Meadows West Community Development District Registered Voters

Dear Ms. Hoxie,

In response to your request, there are currently no voters within the Highland Meadows West Community Development District as of **April 15, 2020**.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

Lori Edwards Supervisor of Elections

Loui Edward

Polk County, Florida

RECEIVED

APR 2 7 2020

BY:____

P.O. Box 1460, Bartow, FL 33831 • PHONE: (863) 534-5888

PolkElections.com