

*Highland Meadows West
Community Development District*

Agenda

June 18, 2020

AGENDA

Highland Meadows West

Community Development District

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

June 11, 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, June 18, 2020 at 10:15 AM via Zoom Teleconference.**

Zoom Video Link: <https://zoom.us/j/92712175066>

Zoom Call-In Information: 1-646-876-9923
Meeting ID: 927 1217 5066

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 May 21, 2020 Board Meeting
4. Consideration of Resolution 2020-15 Revised Assessable Units for Amenity Cost Allocation
5. Ratification of Financing Agreement with Navitas Credit for Playground Equipment for Phase 2 & 3
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Ratification of Summary of Series 2019 Requisitions #74 to #80
 - iv. Ratification of Summary of Series 2020 AA2 Requisitions #29 to #41

¹ Comments will be limited to three (3) minutes

- v. Ratification of Summary of Series 2020 AA3 Requisitions #25 to #38
- vi. Ratification of Kearney CO #7 for Orchid Terrace
- 7. Other Business
- 8. Supervisors Requests and Audience Comments
- 9. 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 May 21, 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 2020-15 Revised Assessable Units for Amenity Cost Allocation. A copy of the resolution is included for your review.

The fifth order of business is the Ratification of Financing Agreement with Navitas Credit for Playground Equipment for Phase 2 & 3. A copy of the agreement is enclosed for your review.

The sixth 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 #74 to #80, for your review and ratification. Sub-Section 4 includes a Summary of Series 2020 AA2 Requisitions #29 to #41, for your review and ratification. Sub-Section 5 includes a Summary of Series 2020 AA3 Requisitions #25 to #38, for your review and ratification. Sub-Section 6 includes Kearney CO #7 for Orchid Terrace for your review and ratification.

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

Sincerely,

Jill Burns
District Manager

CC: Roy Van Wyk, District Counsel

Enclosures

MINUTES

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

The Regular Meeting of the Board of Supervisors of the Highland Meadows West Community Development District was held on Thursday, **May 21, 2020** at 10:21 a.m. via Zoom Teleconference.

Present and constituting a quorum:

Rennie Heath
Lauren Schwenk
Andrew Rhinehart
Patrick Marone
Keaton Alexander

Chairman
Vice Chairman
Assistant Secretary
Assistant Secretary
Assistant Secretary

Also, present were:

Jill Burns
Roy Van Wyk
Michelle Rigoni
April Payeur

District Manager, GMS
Hopping Green & Sams
Hopping Green & Sams
Developer's Office

The following is a summary of the discussions and actions taken at the May 21, 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 five supervisors listed above were in attendance via Zoom, 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 March 19, 2020 Meeting**

Ms. Burns presented the minutes of the March 19, 2020 Board of Supervisors meeting and asked for any comments, corrections to the minutes. The board had no changes.

On MOTION by Mr. Rhinehart, seconded by Mr. Heath, with all in favor, the Minutes of the March 19, 2020 Board Meeting, were approved.

FOURTH ORDER OF BUSINESS**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**

Ms. Burns noted that the Davenport Road South CDD budget had been approved with changes as of yesterday. Highland Meadows West has an Interlocal Agreement with Davenport. The number for Highland Meadows West's contribution is \$159,004.84, and that brings the gross per lot assessment to \$729.08. As part of the Interlocal Agreement, if Davenport Road South CDD has unbudgeted expenses, they can bill Highland Meadows West for the difference. Ms. Burns noted that because of the way the agreement works, the Board may want to consider a larger contingency than they may otherwise consider because they do not have control over the Davenport Road South CDD budget, or expenses that may be approved by them. Ms. Burns asked Lauren if they had \$750 in the builder contract, and noted that they could increase the contract to get the \$750 if they wanted. They could leave it how it is and if there were expenses that were not contemplated and were billed to the District, they could always Developer fund and then reimburse from assessments on the next year.

Mr. Heath suggested increasing the contingency to make it \$750. Ms. Burns adjusted the contract to reflect the change to the contingency, making it \$23,650, which would make a per lot assessment of \$749.90. Ms. Burns noted that they are still waiting for the true-up from them for 2019 as well for the actual expenses for the amenity. The agreement contemplates that once they close out their fiscal year, that they true-up the actual amount spent, not the budget amount spent. We could receive money back if they spend less than anticipated, or if they spent more, then Highland Meadows West would have a bill. Ms. Burns asked for any questions. She suggested

setting the Public Hearing for August 20, 2020 at 10:15 a.m. She stated that they will advertise for Zoom and the regular meeting location, at which time they will hold a hearing for the levying of the imposition of special assessments, and the fiscal year 2021 budget.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, Resolution 2020-13 Approving the Proposed Fiscal Year 2021 Budget as amended, Declaring Special Assessments, and Setting the Public Hearings for the Fiscal Year 2021 Budget and the Imposition of Operations and Maintenance Assessments for August 20, 2020 at 10:15 a.m., was approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2020-14 Designating a Date, Time, and Location for a Landowners' Election and Meeting

Ms. Burns noted that statute requires that they hold a Landowners' Election on November 3rd, which is the first Tuesday of November. The time suggested was 9:40 a.m. at 346 Central Ave., Winter Haven, FL, 33880.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Resolution 2020-14 Designating a Date, Time, and Location for a Landowners' Election and Meeting for November 3, 2020 at 9:40 a.m. at 346 Central Avenue, Winter Haven, FL, was approved.

SIXTH ORDER OF BUSINESS

Ratification of Revised Agreement with Navitas Credit

Ms. Burns stated that there was an existing agreement for playground equipment for Phase 1 that the Board approved. There were a couple of pieces of additional equipment that were ordered after that agreement. Ms. Burns contacted Navitas to have them add the additional equipment to the existing agreement. It was an increase of \$278.36 per month. The term is coinciding with the existing agreement so it's \$278.36 for 40 months, so that's just an amendment to the existing agreement. Ms. Burns stated it was already approved and just needed to be ratified. The Board had no questions.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the Revised Agreement with Navitas for \$278.36, was ratified.

SEVENTH ORDER OF BUSINESS

Consideration of Proposals for Landscape Maintenance

A. Prince & Sons, Inc.

Ms. Burns stated the total amount of Prince & Sons proposal was \$26,880.

B. Yellowstone Landscape

Ms. Burns stated the 2nd quote from Yellowstone Landscape was \$62,400. The scope of work was the same for both bids. Ms. Burns suggested going with the lower bid unless any Board member objected to do that.

On MOTION by Ms. Schwenk, seconded by Ms. Alexander, with all in favor, the Proposal for Prince & Sons totaling \$26,880, 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 stated the Check Register was for March 11th to May 18th totaling \$434,480.06. The Board had no questions.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Check Register for \$434,480.06, 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 Summary of Series 2019 Requisitions #64 to #73

Ms. Burns stated Series 2019 Requisitions #64 through #73, Series 2020 AA2 Requisitions #11 to #28, and Series 2020 AA3 Requisitions #10 to #24 could all be ratified together. All had already been approved previously but needed to be ratified by the board.

iv. Ratification of Summary of Series 2020 AA2 Requisitions #11 to #28**v. Ratification of Summary of Series 2020 AA3 Requisitions #10 to #24**

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Series 2019 Requisitions #64 to #73, Series 2020 AA2 Requisitions #11 to #28, and Series 2020 AA3 Requisitions #10 to #24, were ratified.

vi. Ratification of Kearney Change Orders #5 and #6 for Orchid Terrace

Ms. Burns stated that Kearney Change Order #5 and #6 for Orchid Terrace had already been approved but needed to be ratified by the board.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Kearney Change Orders #5 and #6 for Orchid Terrace, were ratified.

vii. Presentation of Number of Voters – 0

Ms. Burns noted that they are required to record the number of registered voters in the District as of April 15th of each year. There are currently no registered voters in Highland Meadows West.

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 adjourned.
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Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

RESOLUTION 2020-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT SETTING FORTH THE NUMBER OF ASSESSABLE UNITS PURSUANT TO THE INTERLOCAL AGREEMENT WITH DAVENPORT ROAD SOUTH COMMUNITY DEVELOPMENT DISTRICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Highland Meadows West Community Development District (“HMWCDD”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the Davenport Road South Community Development District (“DRSCDD”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, HMWCDD and DRSCDD entered into that certain Interlocal Agreement regarding amenity facility (the “Amenity Facilities”), operation and financing recorded in the public records of Polk County, Florida at OR Book 10832, Pages 1897 to 1910, (the “Interlocal Agreement”); and

WHEREAS, on January 7, 2020, HMWCDD amended its external boundaries to include additional lands, (the “Boundary Amendment”); and;

WHEREAS, as a result of the Boundary Amendment, HMWCDD increased the number of assessable units benefitted by the amenity facility from 396 units as described in the Interlocal Agreement to 442 Units; and

WHEREAS, pursuant to Section 4.1 of the Interlocal Agreement HMWCDD and DRSCDD have agreed to adjust the proportionate share of the costs of the annual operation and maintenance costs based on the number of units determined each April 1st.

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

SECTION 1. The recitals set forth above are true and correct and are hereby adopted.

SECTION 2. The number of assessable units in HMWCDD benefitted by the amenity facilities is units shall be increased from 396 units to 442 and this revised number shall be used for the purposes set forth in the Interlocal Agreement.

SECTION 3. The District Manager shall cause a copy of this Resolution 2020- ____ to be transmitted to the DRSCDD for the purposes set forth herein.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 18th day of June, 2020.

ATTEST:

**HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION V



A UNITED COMMUNITY BANK COMPANY



Jun-09-2020

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 left side of the lease or finance agreement with the appropriate title.

ACH is a requirement of your transaction.

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

Company check for monies due: For Initial Amount \$2,595.26 and processing fees of \$195.00 plus any applicable tax.

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

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 # 40715077 with us via ACH.

Company: HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT

[Redacted]

[Redacted]

[Redacted]

Bank City/State: Orlando, FL 32801

Signature:

[Handwritten Signature]

Date:

6/11/20

Your Name		DATE	1234
Street Address			
City, State Zip Code			
PAY TO THE ORDER OF		\$	
Bank/Financial Institution		DOLLARS	
Memo			
C	21140713	234	0005588888
Routing Number		Check	Account Number

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:

[Handwritten Signature]

Date:

6/11/20

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

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

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

Sincerely,

Amy Whipple
Navitas Credit Corp.



info@navitascredit.com



www.navitascredit.com

EQUIPMENT FINANCE AGREEMENT



HIGHLAND MEADOWS WEST COMMUNITY
 BORROWER: DEVELOPMENT DISTRICT
 (hereinafter referred to as "you" or "your")
 Address: 219 E LIVINGSTON ST

DBA:

Federal Tax ID#

City: ORLANDO

State: FL

Zip: 32801

Phone: (407) 841-5524

LEGACY CONSTRUCTION SERVICES GROUP

SECURED PARTY/ LENDER: NAVITAS CREDIT CORP.

VENDOR: INC

AGREEMENT # 40715077

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

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

Equipment Description / Quantity / Serial # / VIN#

(1) PLAYGROUND EQUIPMENT PER SCHEDULE "A" 1

Equipment Location (if different than above address)

Term in Months: 48

Monthly Payments:

48 @ \$1,297.63

Amount Financed: \$49,264.82

First Payment: \$1,297.63

Last Payment: \$0.00

Security Deposit: \$1,297.63

Other: \$195.00

INITIAL AMOUNT DUE: \$2,790.26

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

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

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

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

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

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

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

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

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

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

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

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

X:

Date Signed:

By:

Date Accepted:

(signature)

(signature)

Print Name & Title:

Print Name & Title:

UNCONDITIONAL GUARANTY:

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

X:

Date Signed:

X:

Date Signed:

(signature)

(signature)

Print Name:

Print Name:

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

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

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

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

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

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

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

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

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

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

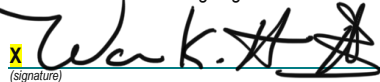
16. **COMPLIANCE; NOTICES:** In the event you fail to comply with any terms of this Agreement, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days prior written notice to you. If we are required to pay any amount to obtain your compliance, the amount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

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

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

PAY PROCEEDS DIRECTION TO FINANCE AGREEMENT

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


(signature)

Print Name & Title:

Warren K. Heath, Chairman

Date Signed:

6/11/20

I hereby authorize, in my absence,

Telephone #

to verify my direction to disburse funds.

Vendor: LEGACY CONSTRUCTION SERVICES GROUP INC

Vendor:

Vendor:



A UNITED COMMUNITY BANK COMPANY



EQUIPMENT SCHEDULE "A"

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

Agreement #:40715077

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:

Page 1 of 2

Initials

WKA

Item	Description	Qty
	Provide (1x) play system, (1x) single bay swingset w/ one cantilever, (1x) ADA half ramp, (56x) 8"h border timbers, 12x super sacks of uncoated rubber mulch and freight price. Installation not included in price.	
	PLAYGROUND EQUIPMENT	
QS-20-PKP007N	PKP007N-Tidewater Club - Neutral	1
QS-20-PSW110...	PSW110NS-1 Bay 1 Cantilever - Frame Only with Hangers	1
QS-20-PSW009...	PSW009BK8-1 Bay Package Belts - Black - 8' Top Rail	1
QS-20-PSW800...	PSW800BK7-1 Seat Package Bucket - Black - 7' Top Rail	1
Shipping	Combined Shipping and Freight Charges	2,106
	Sub Total	
	SAFETY SURFACING	
RMSK-UCBLK	Natural Black Uncoated Playground Mulch - 2000lb Super Sack	12
APS-ADAHalfRa...	ADA Half Ramp - Black	1
APS-Border 8	8" Border Timber With Spike - Black	56

	SITE FURNISHINGS	
20-B6WBULS	B6WBULS-6' UltraLeisure? Standard Bench with Back, In-Ground Mount	2
20-T6ROLLPEDS	T6ROLLPEDS-6' Rolled Rectangular Pedestal Table, In-Ground Mount	1
20-TR32	TR32-32 Gallon Regal Standard Trash Receptacle, Receptacle Only	1
20-DOME32 BL...	DOME32 BLACK-Plastic Dome Top for 32 Gallon Receptacles - Black Color	1
20-LINER 32-BL...	LINER 32-BLACK-Plastic Liner - Black Color	1
20-TR-ING	TR-ING-In-Ground Mounting Kit for All Models	1

20-SD202008IG...	**SHADE STRUCTURE** SD202008IG-105-20x20-SQUARE SHADE, FOUR COLUMN-8' Height -INGROUND - WITH GLIDE- SQUARE - ENGI...	1
	Provide 1x picnic table, 3x benches in ground mounted 1x trash receptacle with liner, dome and inground mount kit and freight price. Installation not included in price.	
	SITE FURNISHINGS	
20-T6ROLLPEDS	T6ROLLPEDS-6' Rolled Rectangular Pedestal Table, In-Ground Mount	1
20-B6WBULS	B6WBULS-6' UltraLeisure? Standard Bench with Back, In-Ground Mount	3
20-TR32	TR32-32 Gallon Regal Standard Trash Receptacle, Receptacle Only	1
20-LINER 32-BL...	LINER 32-BLACK-Plastic Liner - Black Color	1
20-DOME32 BL...	DOME32 BLACK-Plastic Dome Top for 32 Gallon Receptacles - Black Color	1
20-TR-ING	TR-ING-In-Ground Mounting Kit for All Models	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: HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT

Signature: ☒ W. K. [Signature]

Title: ☒ Chairman

Date: ☒ 6/11/20



info@navitascredit.com



www.navitascredit.com



A UNITED COMMUNITY BANK COMPANY



Progress Payment Agreement

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

Agreement #: 40715077

In reference to the Agreement # 40715077, between Lessee/Borrower/Rentee and Navitas Credit Corp. as Lessor/Secured Party/Rentor:

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

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

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

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

NAVITAS CREDIT CORP.

Lessor/Secured Party/Rentor

Signature

Title

Date

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT

Lessee/Borrower/Rentee

Signature

Title

Date



info@navitascredit.com



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A UNITED COMMUNITY BANK COMPANY



EQUIPMENT ACCEPTANCE AND CONTRACT ACTIVATION

COMPANY LEGAL NAME: HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT

Thank you for your business! This is the Equipment Acceptance and Contract Activation for your new lease, finance or rental agreement with Navitas Credit Corp. We would like to review a few things with you before we commence your contract and pay your vendor. For your protection, please provide us the following information:

- Please provide your Federal Tax ID Number

VENDOR AND EQUIPMENT INFORMATION:

Vendor Name: LEGACY CONSTRUCTION SERVICES GROUP INC

Equipment being financed: (1) PLAYGROUND EQUIPMENT PER SCHEDULE "A"

Equipment Location: 219 EAST LIVINGSTON STREET ORLANDO FL 32801

- Is the above Equipment Location correct?

If no, enter the Equipment Location address here:

- As per your executed Progress Payment Agreement, at your request, we will advance funds to your vendor prior to the receipt and acceptance of the equipment. Upon your authorization we will advance 100% of the transaction immediately.
- Do you authorize us to release funds to your vendor?

If you are withholding authorization, please state your reason here:

By authorizing us to release funds to your vendor, we want to emphasize that regardless of when the equipment is received, the contract begins in full and is non-cancellable. You hereby acknowledge that you have no side agreement with the vendor regarding your obligation under the contract, nor is the vendor making any payments on your behalf to us.

ACH - MONIES DUE and FUTURE PAYMENTS

If you have provided us with your ACH information in your previously signed Document Package, your Advance Monies Due per your Contract will be debited TODAY.

If you were required to, or have chosen to have ALL FUTURE payments made through ACH, the next draft from your account will be drafted next month on your due date. Please refer to the chart below for your approximate payment due date.

Funding Date	Due Date
29th-5th	1st of the Month
6th - 12th	10th of the Month
13th-22nd	15th of the Month
23rd-28th	25th of the Month

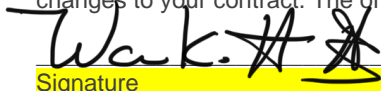
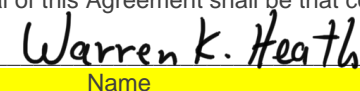
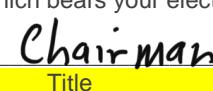
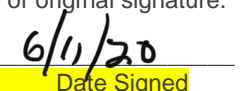
TAXES AND INVOICING

- To ensure you meet any tax obligations you may have under this contract, we will bill you taxes as required UNLESS you provide us with a valid Tax Exemption Certificate. You may send it to your Sales Representative or contact the Customer Service department at 888-978-6353. If your contract is a Finance Agreement, taxes are not applicable.
- To receive your invoice electronically, please provide your preferred email address.
- Please provide us the Accounts Payable contact name:

Accounts Payable Phone Number:

Accounts Payable Email address:

By signing below, you confirm all changes or answers provided. If applicable, you authorize Lessor/Secured Party/Rentor to make such changes to your contract. The original of this Agreement shall be that copy which bears your electronic, facsimile or original signature.

   
Signature Name Title Date Signed



A UNITED COMMUNITY BANK COMPANY



Signature Identification Addendum

(Must be completed for All Signers)

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

ATTACH PHOTO IDENTIFICATION WITH SIGNATURE

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

x Wenk. H. H.

Signature of Driver's License Bearer

SECTION VI

SECTION C

SECTION 1

Highland Meadows West

Community Development District

Summary of Checks

May 19, 2020 to June 08, 2020

Bank	Date	Check No.'s	Amount	
General Fund	6/4/20	134-141	\$	5,253.38
	6/5/20	142	\$	3,920.69
			\$	9,174.07
			\$	9,174.07

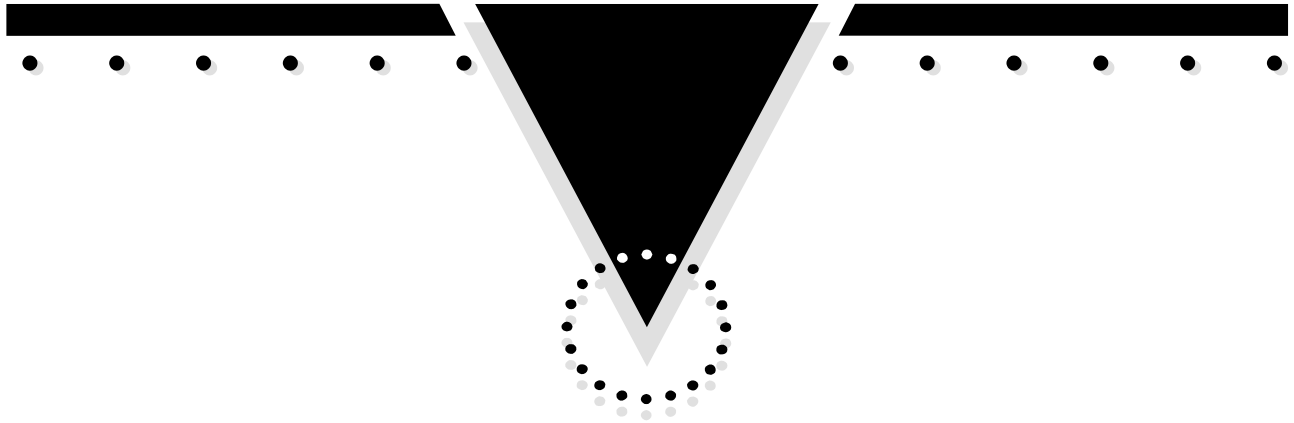
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK.... AMOUNT #
6/04/20	00008	5/21/20	AR052120 202005 310-51300-11000 SUPER FEES 05/21/2020	ANDREW RHINEHART	*	200.00	200.00 000134
6/04/20	00021	5/06/20	07585 76 202004 320-53800-43000 103 DENALIST ST, ENTRANCE		*	22.37	
		5/06/20	40981 90 202004 320-53800-43000 407 TORTUGA ST		*	177.22	
		5/21/20	38800 50 202005 320-53800-43000 2500 ORCHID DR LIFT		*	18.10	
		5/22/20	68996 67 202005 320-53800-43000 2501 ORCHID DR LIFT		*	17.21	
			DUKE ENERGY				234.90 000135
6/04/20	00020	5/22/20	55146MAY 202005 320-53800-43200 2500 ORCHID DR	CITY OF HAINES CITY	*	12.12	12.12 000136
6/04/20	00002	5/21/20	KA052120 202005 310-51300-11000 SUPER FEES 05/21/2020	KEATON ALEXANDER	*	200.00	200.00 000137
6/04/20	00003	5/21/20	LS052120 202005 310-51300-11000 SUPER FEES 05/21/2020	LAUREN OAKLEY SCHWENK	*	200.00	200.00 000138
6/04/20	00014	5/21/20	PM052120 202005 310-51300-11000 SUPER FEES 05/21/2020	PATRICK MARONE	*	200.00	200.00 000139
6/04/20	00009	5/21/20	RH052120 202005 310-51300-11000 SUPER FEES 05/21/20	RENNIE HEATH	*	200.00	200.00 000140
6/04/20	00010	2/04/20	L060G0J5 202002 310-51300-48000 MEETING NOTICE FY 20		*	341.84	
		2/05/20	L060G0J4 202002 310-51300-48000 INTENT UNIF. ASSESS		*	481.84	
		3/12/20	1036903 202003 310-51300-48000 MEETING NOTICE 03/2020		*	267.16	
		3/29/20	L060G0J6 202003 310-51300-48000 NOT OF MEET 03/2020		*	267.16	
		4/09/20	1037662 202004 310-51300-48000 MEETING NOTICE 04/2020		*	439.84	
		5/03/20	L060G0J7 202004 310-51300-48000 NOT OF SUPER MEET 04/2020		*	1,530.68	

HIMW --HIGH WEST-- IAGUILAR

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
		5/14/20	L060G0J8 202005 310-51300-48000 MEETING NOTICE 05/2020		*	677.84	
				THE LEDGER/NEWS CHIEF			4,006.36 000141
6/05/20 00001		6/01/20 32	202006 310-51300-34000 MANAGEMENT FEES-JUN20		*	2,916.67	
		6/01/20 32	202006 310-51300-35200 INFORMATION TECH-JUN20		*	75.00	
		6/01/20 32	202006 310-51300-31300 DISSEMINATION-JUN20		*	833.33	
		6/01/20 32	202006 310-51300-51000 OFFICE SUPPLIES		*	3.01	
		6/01/20 32	202006 310-51300-42000 POSTAGE		*	91.63	
		6/01/20 32	202006 310-51300-42500 COPIES		*	1.05	
				GOVERNMENTAL MANAGEMENT SERVICES			3,920.69 000142
				TOTAL FOR BANK A		9,174.07	
				TOTAL FOR REGISTER		9,174.07	

HIMW --HIGH WEST-- IAGUILAR

SECTION 2



HIGHLAND MEADOWS WEST

Community Development District

Unaudited Financial Reporting

May 31, 2020



Table of Contents

1	<u>Balance Sheet</u>
2	<u>General Fund Income Statement</u>
3	<u>Series 2019 Debt Service Fund</u>
4	<u>Series 2020A2 Debt Service Fund</u>
5	<u>Series 2020A3 Debt Service Fund</u>
6	<u>Series 2019 Capital Projects Fund Income Statement</u>
7	<u>Series 2020A2 Capital Projects Fund Income Statement</u>
8	<u>Series 2020A3 Capital Projects Fund Income Statement</u>
9-10	<u>Month to Month</u>
11-12	<u>Developer Contribution Schedule</u>
13	<u>Long Term Debt Report</u>
14-15	<u>Series 2019 Construction Schedule</u>
16	<u>Series 2020A2 Construction Schedule</u>
17	<u>Series 2020A3 Construction Schedule</u>

HIGHLAND MEADOWS WEST

COMMUNITY DEVELOPMENT DISTRICT

BALANCE SHEET

May 31, 2020

	General Fund	Debt Service Fund	Capital Projects Fund	Totals
<u>ASSETS:</u>				
<u>CASH</u>				
OPERATING ACCOUNT	\$24,082	---	---	\$24,082
<u>INVESTMENTS</u>				
SERIES 2019				
RESERVE	---	\$189,825	---	\$189,825
REVENUE		\$192,368		\$192,368
INTEREST	---	\$0	---	\$0
PREPAYMENT	---	\$886,319	---	\$886,319
CONSTRUCTION	---	---	\$155,656	\$155,656
SERIES 2020A2				
RESERVE	---	\$157,456	---	\$157,456
REVENUE	---	\$185	---	\$185
INTEREST	---	\$50,741	---	\$50,741
CONSTRUCTION	---	---	\$900,665	\$900,665
COST OF ISSUANCE	---	---	\$4,213	\$4,213
SERIES 2020A3				
RESERVE	---	\$55,772	---	\$55,772
REVENUE	---	\$65	---	\$65
INTEREST	---	\$17,497	---	\$17,497
CONSTRUCTION	---	---	\$242,438	\$242,438
COST OF ISSUANCE	---	---	\$1,452	\$1,452
DUE FROM GENERAL FUND	---	---	\$500	\$500
TOTAL ASSETS	\$24,082	\$1,550,227	\$1,304,924	\$2,879,234
<u>LIABILITIES:</u>				
ACCOUNTS PAYABLE	\$5,253	---	---	\$5,253
DUE TO CAPITAL PROJECTS	\$500	---	---	\$500
<u>FUND EQUITY:</u>				
FUND BALANCES:				
UNASSIGNED	\$18,329	---	---	\$18,329
RESERVED FOR DEBT SERVICE 2019	---	\$1,268,512	---	\$1,268,512
RESERVED FOR DEBT SERVICE 2020A2	---	\$208,382	---	\$208,382
RESERVED FOR DEBT SERVICE 2020A3	---	\$73,334	---	\$73,334
RESERVED FOR CAPITAL PROJECTS 2019	---	---	\$155,656	\$155,656
RESERVED FOR CAPITAL PROJECTS 2020A2	---	---	\$905,378	\$905,378
RESERVED FOR CAPITAL PROJECTS 2020A3	---	---	\$243,890	\$243,890
TOTAL LIABILITIES & FUND EQUITY	\$24,082	\$1,550,227	\$1,304,924	\$2,879,234

HIGHLAND MEADOWS WEST

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending May 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 05/31/20	ACTUAL THRU 05/31/20	VARIANCE
<u>REVENUES:</u>				
ASSESSMENTS - LOT CLOSINGS	\$0	\$0	\$27,411	\$27,411
DEVELOPER CONTRIBUTIONS	\$265,700	\$132,080	\$132,080	\$0
BOUNDARY AMENDMENT CONTRIBUTIONS	\$0	\$0	\$18,535	\$18,535
TOTAL REVENUES	\$265,700	\$132,080	\$178,026	\$45,946
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISORS FEES	\$12,000	\$8,000	\$5,800	\$2,200
INSURANCE	\$5,600	\$5,600	\$5,125	\$475
ENGINEERING	\$20,000	\$13,333	\$63	\$13,271
DISTRICT COUNSEL	\$20,000	\$13,333	\$16,042	(\$2,709)
ANNUAL AUDIT	\$4,000	\$5,000	\$5,000	\$0
ASSESSMENT ADMINISTRATION	\$5,000	\$0	\$0	\$0
ARBITRAGE	\$650	\$0	\$0	\$0
DISSEMINATION FEES	\$5,000	\$3,333	\$4,583	(\$1,250)
TRUSTEE FEES	\$3,500	\$0	\$0	\$0
DISTRICT MANAGEMENT	\$35,000	\$23,333	\$23,333	(\$0)
TELEPHONE	\$250	\$167	\$1	\$165
POSTAGE & DELIVERY	\$500	\$333	\$123	\$210
OFFICE SUPPLIES	\$1,000	\$667	\$64	\$603
PRINTING & BINDING	\$1,000	\$667	\$261	\$406
LEGAL ADVERTISING	\$10,000	\$6,667	\$11,849	(\$5,182)
MISCELLANEOUS	\$5,000	\$3,333	\$240	\$3,093
BOUNDARY AMENDMENT EXPENSES	\$0	\$0	\$20,035	(\$20,035)
INFORMATION TECHNOLOGY	\$900	\$600	\$2,350	(\$1,750)
DUES, LICENSES, & FEES	\$175	\$175	\$175	\$0
TOTAL ADMINISTRATIVE:	\$129,575	\$84,542	\$95,044	(\$10,502)
<u>OPERATIONS & MAINTENANCE:</u>				
PROPERTY INSURANCE	\$1,000	\$1,000	\$167	\$833
INTERLOCAL AMENITY AGREEMENT	\$48,958	\$48,958	\$59,358	(\$10,400)
PLAYGROUND LEASE	\$0	\$0	\$7,497	(\$7,497)
LANDSCAPE MAINTENANCE	\$58,000	\$38,667	\$0	\$38,667
LANDSCAPE REPLACEMENT	\$5,000	\$3,333	\$0	\$3,333
FERTILIZATION	\$13,167	\$8,778	\$0	\$8,778
ELECTRIC	\$0	\$0	\$610	(\$610)
WATER & IRRIGATION	\$0	\$0	\$1,147	(\$1,147)
CONTINGENCY	\$10,000	\$6,667	\$0	\$6,667
TOTAL OPERATIONS & MAINTENANCE:	\$136,125	\$107,402	\$68,779	\$38,623
TOTAL EXPENDITURES	\$265,700	\$191,944	\$163,823	\$28,121
EXCESS REVENUES (EXPENDITURES)	\$0		\$14,202	
FUND BALANCE - BEGINNING	\$0		\$4,127	
FUND BALANCE - ENDING	\$0		\$18,329	

HIGHLAND MEADOWS WEST

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

SERIES 2019

Statement of Revenues & Expenditures

For The Period Ending May 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 05/31/20	ACTUAL THRU 05/31/20	VARIANCE
<u>REVENUES:</u>				
SPECIAL ASSESSMENTS	\$411,969	\$0	\$0	\$0
ASSESSMENTS - LOT CLOSINGS	\$0	\$0	\$335,346	\$335,346
ASSESSMENTS - PREPAYMENTS	\$0	\$0	\$1,298,906	\$1,298,906
INTEREST	\$500	\$333	\$3,616	\$3,282
TOTAL REVENUES	\$412,469	\$333	\$1,637,868	\$1,637,535
<u>EXPENDITURES:</u>				
INTEREST EXPENSE - 11/1	\$157,567	\$157,567	\$157,567	\$0
INTEREST EXPENSE - 5/1	\$152,484	\$152,484	\$152,484	\$0
SPECIAL CALL - 5/1	\$0	\$0	\$500,000	(\$500,000)
TOTAL EXPENDITURES	\$310,052	\$310,052	\$810,052	(\$500,000)
<u>OTHER FINANCING SOURCES:</u>				
TRANSFER IN (OUT)	\$0	\$0	(\$132,701)	(\$132,701)
TOTAL OTHER FINANCING SOURCES (USES)	\$0	\$0	(\$132,701)	(\$132,701)
EXCESS REVENUES (EXPENDITURES)	\$102,417		\$695,115	
FUND BALANCE - BEGINNING	\$158,060		\$573,397	
FUND BALANCE - ENDING	\$260,477		\$1,268,512	

HIGHLAND MEADOWS WEST

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND

SERIES 2020A2

Statement of Revenues & Expenditures

For The Period Ending May 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 05/31/20	ACTUAL THRU 05/31/20	VARIANCE
<u>REVENUES:</u>				
INTEREST	\$0	\$0	\$185	\$185
TOTAL REVENUES	\$0	\$0	\$185	\$185
<u>EXPENDITURES:</u>				
INTEREST EXPENSE - 5/1	\$0	\$0	\$20,578	(\$20,578)
TOTAL EXPENDITURES	\$0	\$0	\$20,578	(\$20,578)
<u>OTHER FINANCING SOURCES:</u>				
BOND PROCEEDS	\$0	\$0	\$228,775	\$228,775
TOTAL OTHER FINANCING SOURCES (USES)	\$0	\$0	\$228,775	\$228,775
EXCESS REVENUES (EXPENDITURES)	\$0		\$208,382	
FUND BALANCE - BEGINNING	\$0		\$0	
FUND BALANCE - ENDING	\$0		\$208,382	

HIGHLAND MEADOWS WEST

COMMUNITY DEVELOPMENT DISTRICT

DEBT SERVICE FUND SERIES 2020A3

Statement of Revenues & Expenditures

For The Period Ending May 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 05/31/20	ACTUAL THRU 05/31/20	VARIANCE
<u>REVENUES:</u>				
INTEREST	\$0	\$0	\$65	\$65
TOTAL REVENUES	\$0	\$0	\$65	\$65
<u>EXPENDITURES:</u>				
INTEREST EXPENSE - 5/1	\$0	\$0	\$7,096	(\$7,096)
TOTAL EXPENDITURES	\$0	\$0	\$7,096	(\$7,096)
<u>OTHER FINANCING SOURCES:</u>				
BOND PROCEEDS	\$0	\$0	\$80,365	\$80,365
TOTAL OTHER FINANCING SOURCES (USES)	\$0	\$0	\$80,365	\$80,365
EXCESS REVENUES (EXPENDITURES)	\$0		\$73,334	
FUND BALANCE - BEGINNING	\$0		\$0	
FUND BALANCE - ENDING	\$0		\$73,334	

HIGHLAND MEADOWS WEST

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND

SERIES 2019

Statement of Revenues & Expenditures

For The Period Ending May 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 05/31/20	ACTUAL THRU 05/31/20	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$382,814	\$382,814
INTEREST	\$0	\$0	\$6,923	\$6,923
TOTAL REVENUES	\$0	\$0	\$389,737	\$389,737
<u>EXPENDITURES:</u>				
CAPITAL OUTLAY	\$0	\$0	\$2,053,957	(\$2,053,957)
TOTAL EXPENDITURES	\$0	\$0	\$2,053,957	(\$2,053,957)
<u>OTHER FINANCING SOURCES:</u>				
TRANSFER IN (OUT)	\$0	\$0	\$132,569	\$132,569
TOTAL OTHER FINANCING SOURCES (USES)	\$0	\$0	\$132,569	\$132,569
EXCESS REVENUES (EXPENDITURES)	\$0		(\$1,531,651)	
FUND BALANCE - BEGINNING	\$0		\$1,687,307	
FUND BALANCE - ENDING	\$0		\$155,656	

HIGHLAND MEADOWS WEST

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND

SERIES 2020A2

Statement of Revenues & Expenditures

For The Period Ending May 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 05/31/20	ACTUAL THRU 05/31/20	VARIANCE
<u>REVENUES:</u>				
INTEREST	\$0	\$0	\$1,869	\$1,869
TOTAL REVENUES	\$0	\$0	\$1,869	\$1,869
<u>EXPENDITURES:</u>				
CAPITAL OUTLAY	\$0	\$0	\$1,232,215	(\$1,232,215)
CAPITAL OUTLAY - COST OF ISSUANCE	\$0	\$0	\$192,091	(\$192,091)
TOTAL EXPENDITURES	\$0	\$0	\$1,424,307	(\$1,424,307)
<u>OTHER FINANCING SOURCES:</u>				
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		\$1,115,926	
FUND BALANCE - BEGINNING	\$0		(\$210,548)	
FUND BALANCE - ENDING	\$0		\$905,378	

HIGHLAND MEADOWS WEST

COMMUNITY DEVELOPMENT DISTRICT

CAPITAL PROJECTS FUND

SERIES 2020A3

Statement of Revenues & Expenditures

For The Period Ending May 31, 2020

	ADOPTED BUDGET	PRORATED BUDGET THRU 05/31/20	ACTUAL THRU 05/31/20	VARIANCE
<u>REVENUES:</u>				
INTEREST	\$0	\$0	\$627	\$627
TOTAL REVENUES	\$0	\$0	\$627	\$627
<u>EXPENDITURES:</u>				
CAPITAL OUTLAY	\$0	\$0	\$498,993	(\$498,993)
CAPITAL OUTLAY - COST OF ISSUANCE	\$0	\$0	\$66,226	(\$66,226)
TOTAL EXPENDITURES	\$0	\$0	\$565,219	(\$565,219)
<u>OTHER FINANCING SOURCES:</u>				
BOND PROCEEDS	\$0	\$0	\$873,645	\$873,645
TOTAL OTHER FINANCING SOURCES (USES)	\$0	\$0	\$873,645	\$873,645
EXCESS REVENUES (EXPENDITURES)	\$0		\$309,053	
FUND BALANCE - BEGINNING	\$0		(\$65,163)	
FUND BALANCE - ENDING	\$0		\$243,890	

HIGHLAND MEADOWS WEST

Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>REVENUES:</u>													
ASSESSMENTS - LOT CLOSINGS	\$0	\$0	\$0	\$0	\$0	\$9,894	\$17,517	\$0	\$0	\$0	\$0	\$0	\$27,411
DEVELOPER CONTRIBUTIONS	\$20,000	\$0	\$0	\$20,000	\$0	\$90,000	\$0	\$2,080	\$0	\$0	\$0	\$0	\$132,080
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	\$17,517	\$2,080	\$0	\$0	\$0	\$0	\$178,026
<u>EXPENDITURES:</u>													
<u>ADMINISTRATIVE:</u>													
SUPERVISORS FEES	\$800	\$1,800	\$0	\$600	\$800	\$800	\$0	\$1,000	\$0	\$0	\$0	\$0	\$5,800
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	\$2,000	\$0	\$0	\$0	\$0	\$0	\$5,000
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	\$833	\$833	\$0	\$0	\$0	\$0	\$4,583
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	\$2,917	\$2,917	\$0	\$0	\$0	\$0	\$23,333
TELEPHONE	\$1	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1
POSTAGE & DELIVERY	\$20	\$1	\$41	\$1	\$11	\$9	\$34	\$8	\$0	\$0	\$0	\$0	\$123
OFFICE SUPPLIES	\$3	\$5	\$5	\$3	\$3	\$3	\$43	\$0	\$0	\$0	\$0	\$0	\$64
PRINTING & BINDING	\$46	\$24	\$43	\$3	\$43	\$77	\$24	\$0	\$0	\$0	\$0	\$0	\$261
LEGAL ADVERTISING	\$1,189	\$281	\$0	\$6,373	\$824	\$534	\$1,971	\$678	\$0	\$0	\$0	\$0	\$11,849
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	\$75	\$75	\$0	\$0	\$0	\$0	\$2,350
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	\$8,088	\$8,387	\$7,897	\$5,511	\$0	\$0	\$0	\$0	\$95,044

HIGHLAND MEADOWS WEST

Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>OPERATIONS & MAINTENANCE:</u>													
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	\$771	\$1,050	\$0	\$0	\$0	\$0	\$7,497
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	\$237	\$35	\$0	\$0	\$0	\$0	\$610
WATER & IRRIGATION	\$0	\$0	\$0	\$15	\$34	\$1,085	\$0	\$12	\$0	\$0	\$0	\$0	\$1,147
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	\$1,008	\$1,097	\$0	\$0	\$0	\$0	\$68,779
TOTAL EXPENDITURES	\$18,131	\$11,692	\$12,768	\$26,885	\$9,016	\$69,818	\$8,906	\$6,608	\$0	\$0	\$0	\$0	\$163,823
EXCESS REVENUES/(EXPENDITURES)	\$1,869	(\$11,692)	(\$12,768)	(\$1,680)	\$4,314	\$30,076	\$8,612	(\$4,528)	\$0	\$0	\$0	\$0	\$14,202

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

Funding Request #	Prepared Date	Payment Received Date	Check/Wire Amount	Total Funding Request	General Fund Portion (FY18)	General Fund Portion (FY19)	General Fund Portion (FY20)	Over and (short) Balance Due
2018-01 FY19	7/17/17	10/15/18	\$ 20,167.45	\$ 20,167.45	\$ 20,475.00	\$ -	\$ -	\$ -
1	10/19/18	11/30/18	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -
2	12/12/18	2/1/19	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00	\$ -	\$ -
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	11/5/19	11/25/19	\$ 2,161.00	\$ 2,161.00	\$ -	\$ 2,161.00	\$ -	\$ -
FY20								
1	10/10/19	10/22/19	\$ 20,000.00	\$ 20,000.00	\$ -	\$ -	\$ 20,000.00	\$ -
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 Developer			\$ 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 Request #	Prepared Date	Payment Received Date	Check/Wire Amount	Total Funding Request	Capital Projects Fund Portion (FY20)	Over and (short) Balance Due
FY20						
2019-1	1/28/20	2/7/20	\$ 59,302.38	\$ 59,302.38	\$ 59,302.38	\$ -
2019-2	3/2/20	3/24/20	\$ 323,511.91	\$ 323,511.91	\$ 323,511.91	\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
Due from Developer			\$ 382,814.29	\$ 382,814.29	\$ 382,814.29	\$ -

Total Developer Contributions FY20

\$ 382,814.29

HIGHLAND MEADOWS WEST

Community Development District

LONG TERM DEBT REPORT

SERIES 2019, SPECIAL ASSESSMENT REVENUE BONDS		
INTEREST RATE:	4.000%, 4.125%, 4.875%, 5.000%	
MATURITY DATE:	11/1/2049	
RESERVE FUND DEFINITION	MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$411,969	
RESERVE FUND BALANCE	\$189,825	
BONDS OUTSTANDING - 04/25/19		\$6,385,000
LESS: SPECIAL CALL - 05/01/20		(\$500,000)
CURRENT BONDS OUTSTANDING		\$5,885,000

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	Requisition
Fiscal Year 2019				
5/3/19	2	Davenport Road South CDD	Amenity Cost Allocation - Interlocal Agreement	\$ 614,684.00
5/3/19	3	Greenberg Traurig	Inv# 5053884 - TRIAD recording fees reimbursement	\$ 624.00
6/11/19	4	Heath Construction & Management, LLC	Invoices: 140, 146 & 167 - Construction Management Services 03/16/19 to 04/30/19	\$ 9,000.00
6/11/19	5	Hopping, Green & Sams	Invoice: 105714 - Legal Services - January 2019	\$ 1,256.75
6/11/19	7	Horner Environmental Professionals, Inc.	Invoice: 215576 - Environmental Services - March 2019	\$ 2,952.50
6/11/19	8	Wood & Associates Engineering, LLC	Invoice 140 - Engineering Progress Billing - March 2019	\$ 1,550.00
6/17/19	6	HMD West, LLC	Reimbursement for Project Construction Costs	\$ 223,609.70
6/28/19	9	Hopping, Green & Sams	Invoice: 107674 - Legal Services - April 2019	\$ 599.87
6/28/19	10	Horner Environmental Professionals, Inc.	Invoice: 215532 - Environmental Services - February 2019	\$ 2,230.00
6/28/19	11	Heath Construction & Management, LLC	Invoices: 175, 186 & 197 - Construction Management Services 05/01/19 to 06/15/19	\$ 9,000.00
6/28/19	12	Wood & Associates Engineering, LLC	Invoice: 200 - Engineering Progress Billing - April 2019; Invoice: 1 - certification reimbursement	\$ 1,440.00
6/28/19	13	Tucker Paving, Inc	Pay Application 1 - Period through 05/25/19	\$ 166,713.83
6/28/19	14	Hopping, Green & Sams	Invoice: 106966 - Legal Services - March 2019	\$ 2,033.50
7/10/19	15	Ferguson Waterworks	Invoices: 1757634, 1756294 & 1757688 - Construction materials	\$ 22,204.73
7/10/19	16	Ulrich's Pitcher Pump	Invoice: 0105969 - Turbine and adandone well work	\$ 5,000.00
7/25/19	17	Tucker Paving, Inc	Pay Application 2 - Period through 06/25/19	\$ 295,659.66
7/23/19	18	Mack Industries, Inc.	Invoices: MCI 106567 to MCI 106718 - Construction Materials per June 2019 spreadsheet	\$ 95,598.00
7/23/19	19	Hopping, Green & Sams	Invoice: 108288 - Legal Services - May 2019	\$ 426.00
7/23/19	20	Heath Construction & Management, LLC	Invoices: 221 & 232 - Construction Management Services 06/16/19 to 07/15/19	\$ 6,000.00
8/20/19	21	Tucker Paving, Inc	Pay Application 3 - Period through 07/25/19	\$ 676,708.55
9/13/19	22	Hopping, Green & Sams	Invoice: 108841 - Engineering Services - June 2019	\$ 121.00
9/11/19	23	Mack Industries, Inc.	Invoices: MCI 106803 to MCI 107158 - Construction Materials per July 2019 spreadsheet	\$ 44,926.00
9/11/19	24	Ferguson Waterworks	Invoices: 1756343 to 1763163 - Construction Materials per July 2019 spreadsheet	\$ 290,994.38
9/16/19	25	Greenland Services, LLC	Invoice: 17696 - Land Clearing	\$ 30,641.56
9/16/19	26	HMD West, LLC	Invoices: 240 & 250 - Construction Management 07/16/19 to 08/15/19	\$ 6,000.00
9/11/19	27	Cassidy Holdings Group, Inc.	Reimbursement for Project Construction Costs	\$ 25,835.57
9/11/19	28	Tucker Paving, Inc	Pay Application 4 - Period through 08/25/19	\$ 522,806.71
9/11/19	29	HMD West, LLC	Invoice: 258 - Construction Management 08/16/19 to 08/31/19	\$ 3,000.00
9/11/19	30	Ferguson Waterworks	Invoices: 1763570 to 1769796 - Construction Materials per August 2019 spreadsheet	\$ 154,355.19
TOTAL				\$ 3,215,971.50
Fiscal Year 2019				
5/1/19		Interest		\$ 1,864.46
6/1/19		Interest		\$ 8,402.51
7/1/19		Interest		\$ 7,677.11
8/1/19		Interest		\$ 7,217.14
9/1/19		Interest		\$ 5,586.93
TOTAL				\$ 30,748.15
Acquisition/Construction Fund at 04/25/18				\$ 5,510,264.05
Interest Earned thru 09/30/19				\$ 30,748.15
Requisitions Paid thru 09/30/19				\$ (3,215,971.50)
Remaining Acquisition/Construction Fund				\$ 2,325,040.70

Highland Meadows West Community Development District

Special Assessment Revenue Bonds, Series 2019

Date	Requisition #	Contractor	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	\$ 37,770.00
10/1/19	32	HMD West, LLC	Invoice: 267 - Construction Management 09/01/19 to 09/15/19	\$ 3,000.00
10/1/19	33	Duke Energy	Invoice: F3304013901 - Patterson Road	\$ 6,786.71
10/1/19	34	Tucker Paving, Inc	Pay Application 5 - Period through 09/25/19	\$ 610,265.34
10/1/19	35	Ferguson Waterworks	Invoices: 1770017 to 1775559 - Construction Material per September 2019 spreadsheet	\$ 120,871.29
10/16/19	36	Tucker Paving, Inc	Pay Application Retainage - Period through 09/30/19	\$ 59,793.62
10/16/19	37	HMD West, LLC	Invoice: 277 - Construction Management 09/16/19 to 09/30/19	\$ 3,000.00
10/18/19	38	Wood & Associates Engineering, LLC	Invoices: 36, 78, 141, 407, 199, 291, 385, 384 & 340 - Review Fee, Publication Fee & Engineering Billing	\$ 10,295.75
10/28/19	39	Wood & Associates Engineering, LLC	Invoice: 416 - Plat Review Fee Orchid Terrace Phase 1	\$ 2,910.00
10/28/19	40	HMD West, LLC	Invoice: 291 - Construction Management 10/01/19 to 10/15/19	\$ 3,000.00
11/8/19	41	Tucker Paving, Inc	Pay Application 6 - Period through 10/31/19	\$ 686,320.87
11/6/19	42	Hopping, Green & Sams	Invoice: 109389 - Legal Services - July 2019	\$ 43.50
11/7/19	43	HMD West, LLC	Invoice: 303 - Construction Management 10/16/19 to 10/31/19	\$ 3,000.00
11/25/19	44	Danielle Fence	Invoice: 99964 - 35% Deposit of Installation & Permit	\$ 36,410.15
11/25/19	45	HMD West, LLC	Invoice: 313 - Construction Management 11/1/19 to 11/15/19	\$ 3,000.00
11/22/19	46	Polk County Clerk of Courts	Recording Fee for Orchid Terrace Phase 1	\$ 150.00
11/22/19	47	Florida Wall Concepts Inc.	Application # 1 - Period to 10/20/19	\$ 68,471.25
11/25/19	48	Duke Energy	Invoice: F3304010601 - Orchid Terrace	\$ 646.42
11/25/19	49	Duke Energy	Invoices: F3303992703, F3303999202, F3303996602 & F3304000302 - Orchid Terrace	\$ 34,449.54
11/25/19	50	HUB International Midwest Ltd.	Invoice: 1667061 - New Business Premium for Orchid Terrace	\$ 29,499.00
12/4/19	51	Duke Energy	Invoices: F3250223101 & F3250278501 - Orchid Terrace	\$ 14,358.84
12/5/19	52	Tucker Paving, Inc	Pay Application 7 - Period through 11/30/19	\$ 406,842.75
12/6/19	53	HMD West, LLC	Invoice: 326 - Construction Management 11/16/19 to 11/30/19	\$ 3,000.00
12/19/19	54	HMD West, LLC	Invoice: 334 - Construction Management 12/1/19 to 12/15/19	\$ 3,000.00
12/23/19	55	Tucker Paving, Inc	Pay Application 8 - Period through 12/31/19	\$ 89,165.27
12/30/19	56	Duke Energy	Invoice: F3476543301 - Orchid Terrace	\$ 7,186.15
1/14/20	57	Stewart & Associates Property Services, Inc.	Invoice: 11020 - Orchid Terrace Pay Application # 1	\$ 56,000.00
1/14/20	58	HMD West, LLC	Invoice: 343 - Construction Management 12/16/19 to 12/31/19	\$ 3,000.00
1/28/20	59	HMD West, LLC	Invoice: 351 - Construction Management 1/1/20 to 1/15/20	\$ 3,000.00
1/28/20	60	Wood & Associates Engineering, LLC	Invoice: 290 - Engineer Review & Approval for 4/29/19 thru 7/7/19	\$ 250.00
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	\$ 9,350.00
2/25/20	62	Florida Wall Concepts Inc.	Pay Application # 2 - Period to 1/20/20	\$ 41,310.84
2/25/20	63	Wood & Associates Engineering, LLC	Invoice: 491 - Orchid Terrace Plat thru 11/24/19	\$ 34,800.00
4/13/20	64	Cypress Signs	Invoice: m9042 - Acrylic Signage	\$ 6,715.00
4/13/20	65	Florida Wall Concepts Inc.	Pay Application 3 - Period through 02/20/20	\$ 118,723.87
4/13/20	66	GeoPoint Surveying, Inc.	Invoice: 53649 - Miscellaneous & Additional Surveying Services	\$ 7,630.00
4/13/20	67	Stewart & Associates Property Services, Inc.	Invoice: 11025 - Pay Application 2	\$ 24,500.00
4/13/20	68	Tucker Paving, Inc	Pay Application 9 - Period through 02/29/20	\$ 69,762.37
4/13/20	69	Tucker Paving, Inc	Pay Application Retainage - Period through 02/29/20	\$ 91,898.56
4/13/20	70	Wood & Associates Engineering, LLC	Invoices: 465, 541 & 571 - Engineering Services	\$ 4,562.50
4/13/20	71	Stewart & Associates Property Services, Inc.	Invoice: 11055 - Pay Application 3	\$ 93,773.00
4/13/20	72	Danielle Fence	Invoice: 65431 - Fence Installation	\$ 68,839.25
4/13/20	73	Greenland Services, LLC	Invoice 20130 - Design and Installation of Automatic Irrigation System	\$ 59,905.00
5/29/20	74	Tucker Paving, Inc	Pay Application 10 - Period through 03/31/20	\$ 3,631.39
5/29/20	75	Florida Wall Concepts Inc.	Pay Application 4 - Period through 02/20/20	\$ 25,389.55
5/29/20	76	Wood & Associates Engineering, LLC	Invoices: 524, 620 & 659 - Water Clearance Fee, Contract Billing & Requisition Review	\$ 6,387.50
5/29/20	77	Imperial Testing & Engineering, Inc.	Invoice: 40250 - 79G Testing	\$ 7,201.50
5/29/20	78	Hopping, Green & Sams	Invoice: 113646 - Phase 1 Construction Services - February 2020	\$ 969.00
TOTAL				\$ 2,980,835.78
Fiscal Year 2020				
10/1/19	Interest			\$ 3,746.26
11/1/19	Interest			\$ 1,886.50
12/1/19	Interest			\$ 971.45
1/1/20	Interest			\$ 226.63
2/10/20		Developer Funding Request		\$ 59,302.38
2/1/20	Interest			\$ 53.76
3/2/20	Interest			\$ 36.68
3/25/20		Reimbursement for Requisition 38 from Series 2020 A3 bonds		\$ 973.75
3/25/20		Reimbursement for Requisition 31 & 38 from Series 2020 A2 bonds		\$ 19,146.25
3/25/20		Reimbursement for Requisition 51 from Series 2020 A2 bonds		\$ 14,358.84
3/31/20		Developer Funding Request		\$ 323,511.91
4/1/20		Amenity Allocation Reimbursement from Series 2020 A2 Bonds		\$ 190,345.00
4/1/20	Interest			\$ 0.36
5/1/20	Interest			\$ 1.13
5/14/20		Amenity Allocation Reimbursement from Series 2020 A3 Bonds		\$ 64,189.00
5/29/20		Transfer from Reserve - Reduction in Reserve Requirement		\$ 132,701.26
TOTAL				\$ 811,451.16
Acquisition/Construction Fund at 09/30/19				\$ 2,325,040.70
Interest Earned thru 05/31/20				\$ 811,451.16
Requisitions Paid thru 05/31/20				\$ (2,980,835.78)
Remaining Acquisition/Construction Fund				\$ 155,656.08

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
4/1/20	19	Highland Meadows West	Reimburse Series 2019 Area 1 for Amenity Cost	\$ 190,345.00
4/1/20	20	The Kearney Companies, LLC	Pay Application # 2 - Services thru 02/29/20	\$ 429,533.16
4/14/20	21	Atlantic TNG LLC	Change Order 2 - Construction Materials	\$ 70,040.38
4/14/20	22	County Materials Corporation	Change Order 2 - Construction Materials	\$ 42,733.89
4/14/20	23	Ferguson Waterworks	Change Order 2 - Construction Materials	\$ 124,189.97
4/14/20	24	The Kearney Companies, LLC	Pay Application 3 - Services through 03/31/20	\$ 252,068.80
4/14/20	25	Florida Soil Cement Co., LLC	Change Order 5 - Construction Materials	\$ 22,374.11
4/14/20	26	Ferguson Waterworks	Change Order 5 - Construction Materials	\$ 65,495.27
4/14/20	27	Atlantic TNG LLC	Change Order 5 - Construction Materials	\$ 7,757.37
4/14/20	28	Orchid Terrace Development, LLC	Invoice: 406 - Construction Management 03/16/20 - 03/31/20	\$ 2,215.92
TOTAL				\$ 1,443,329.23
Fiscal Year 2020				
3/2/20	Interest			\$ 912.56
4/1/20	Interest			\$ 926.59
4/27/20		Reimbursement Wood & Associates invoice 510		\$ 65.75
5/1/20	Interest			\$ 5.81
TOTAL				\$ 1,910.71
Acquisition/Construction Fund at 02/18/20				\$ 2,342,083.37
Interest Earned thru 05/31/20				\$ 1,910.71
Requisitions Paid thru 05/31/20				\$ (1,443,329.23)
Remaining Acquisition/Construction Fund				\$ 900,664.85

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
4/1/20	16	The Kearney Companies, LLC	Pay Application # 2 - Services thru 02/29/20	\$ 87,976.67
4/14/20	17	Atlantic TNG, LLC	Change Order 2 - Construction Materials	\$ 14,345.62
4/14/20	18	County Materials Corporation	Change Order 2 - Construction Materials	\$ 8,752.73
4/14/20	19	Ferguson Waterworks	Change Order 2 - Construction Materials	\$ 25,436.50
4/14/20	20	Orchid Terrace Group, LLC	Invoice: 407 - Construction Management 03/16/20 - 03/31/20	\$ 784.08
4/14/20	21	The Kearney Companies, LLC	Pay Application 3 - Services through 03/31/20	\$ 161,584.84
4/14/20	22	Florida Soil Cement Co., LLC	Change Order 5 - Construction Materials	\$ 14,304.76
4/14/20	23	Ferguson Waterworks	Change Order 5 - Construction Materials	\$ 41,874.03
4/14/20	24	Atlantic TNG LLC	Change Order 5 - Construction Materials	\$ 4,959.63
5/14/20	25	Highland Meadows West CDD	Invoice: 32016 - Amenity Allocation Reimbursement to Series 2019 Area 1	\$ 64,189.00
5/21/20	34	Forsite	Invoice: INVTW2107 - Mailbox & CBU Units	\$ 4,910.16

TOTAL	\$ 564,155.35
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Fiscal Year 2020

3/2/20	Interest	\$ 314.04
4/1/20	Interest	\$ 302.12
5/1/20	Interest	\$ 2.16

TOTAL	\$ 618.32
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Acquisition/Construction Fund at 02/18/20	\$ 805,974.89
Interest Earned thru 05/31/20	\$ 618.32
Requisitions Paid thru 05/31/20	\$ (564,155.35)

Remaining Acquisition/Construction Fund	\$ 242,437.86
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SECTION 3

Series 2019

Requisition	Payee/Vendor	Amount	
74	Tucker Paving, Inc.	\$	3,631.39
75	Florida Wall Concepts, Inc.	\$	25,389.55
76	Wood & Associates Engineering, LLC	\$	6,387.50
77	Imperial Testing & Engineering, Inc.	\$	7,201.50
78	Hopping, Green & Sams	\$	969.00
79	Wood & Associates Engineering, LLC	\$	8,700.00
80	Hopping, Green & Sams	\$	22.71
TOTAL		\$	52,301.65

SECTION 4

Series 2020 Assessment Area 2

Requisition	Payee/Vendor	Amount
29	Orchid Terrace Development, LLC	\$ 4,431.84
30	Wood & Associates Engineering, LLC	\$ 23,825.00
31	Atlantic TNG, LLC	\$ 140.00
32	Ferguson Waterworks	\$ 74.06
33	County Materials Corporation	\$ 4,363.48
34	Florida Soil Cement Co., LLC	\$ 983.15
35	The Kearney Companies, LLC	\$ 49,993.98
36	The Kearney Companies, LLC	\$ 18,462.21
37	Ferguson Waterworks	\$ 19,713.00
38	GeoPoint Surveying, Inc.	\$ 5,390.00
39	Hopping, Green & Sams	\$ 160.13
40	Hub International Midwest West	\$ 21,492.00
41	Orchid Terrace Development, LLC	\$ 4,431.84
TOTAL		\$ 153,460.69

SECTION 5

Series 2020 Assessment Area 3

Requisition	Payee/Vendor	Amount
25	Highland Meadows West CDD	\$ 64,189.00
26	Hopping, Green & Sams	\$ 346.50
27	Orchid Terrace Group, LLC	\$ 1,568.16
28	Wood & Associates Engineering, LLC	\$ 10,818.75
29	TNG, LLC	\$ 560.00
30	Ferguson Waterworks	\$ 296.26
31	Florida Soil Cement Co., LLC	\$ 3,932.62
32	County Materials Corporation	\$ 17,453.92
33	The Kearney Companies, LLC	\$ 83,896.16
34	Forsite	\$ 4,910.16
35	The Kearney Companies, LLC	\$ 5,925.65
36	Ferguson Waterworks	\$ 6,571.00
37	Orchid Terrace Group, LLC	\$ 1,568.16
38	GeoPoint Surveying, Inc.	\$ 1,500.00
TOTAL		\$ 203,536.34

SECTION 6



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. 7
THE KEARNEY COMPANIES PROJECT NO. 0008-03**

Date: 31-May-20

Conditions: The changes described herein shall be governed by the terms and conditions of the Contract, and shall not in any way alter the terms of the Contract, but shall hereafter be a part of the Contract.

INV. NO.	DESCRIPTION	Invoice Amount	Sales Tax	TOTAL COST
1805587	FERGUSON 5/27/2020	\$ 26,284.00		
		\$ 26,284.00	\$ 1,314.20	\$ 27,598.20
TOTAL				\$ (27,598.20)

The Kearney Companies LLC hereby requests an extension of 0 day(s) to the original contract deadline for this work.

REASON FOR CHANGE: DIRECT PURCHASE OF MATERIALS BY CDD

ACCEPTABLE TO:

The Kearney Companies, LLC.

DATE: 31-May-20

Engineer DocuSigned by:

DATE: 6-10-20

Warren & Heath

DATE: 6/11/2020

Owner