

*Highland Meadows West
Community Development District*

Meeting Agenda

January 21, 2021

AGENDA

Highland Meadows West

Community Development District

219 E. Livingston St., Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

January 14, 2021

**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, January 21, 2020 at 10:15 AM 346 East Central Ave., Winter Haven, FL 33880.**

Those members of the public wishing to attend the meeting can do so using the information below:

Zoom Video Link: <https://zoom.us/j/91948707454>

Zoom Call-In Information: 1-646-876-9923

Meeting ID: 919 4870 7454

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. Organizational Matters
 - A. Administration of Oaths to Elected Board Members (Lauren Schwenk, Keaton Alexander, Patrick Marone)
 - B. Consideration of Resolution 2021-01 Canvassing and Certifying the Results of the Landowners' Election
 - C. Consideration of Resolution 2021-02 Electing Officers
4. Approval of Minutes of the August 20, 2020 Board of Supervisors Meeting and November 3, 2020 Landowners' Meeting and Election
5. Consideration of Resolution 2021-03 Declaring Series 2019 Phase 1 Project Complete (*item to be provided under separate cover*)

¹ Comments will be limited to three (3) minutes

6. Consideration of Resolution 2021-04 Declaring Series 2020 Phase 2 and Phase 3 Project Complete (*item to be provided under separate cover*)
7. Consideration of Request for Qualifications for Engineering Services
8. Consideration of Memorandum from Hopping, Green & Sams Regarding E-Verify Requirements in 2021
9. Ratification of Audit Engagement Letter with CRI for Auditing Services
10. Ratification of 2021 Data Sharing Agreement with Polk County Property Appraiser
11. Ratification of Contract Agreement with Polk County Property Appraiser
12. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - D. District Manager's Report
 - i. Approval of Check Register (*item to be provided under separate cover*)
 - ii. Balance Sheet and Income Statement (*item to be provided under separate cover*)
 - iii. Ratification of Requisitions
 - a) Summary of Series 2019 Requisitions #85 to #87
 - b) Summary of Series 2020 AA2 Requisitions #55 to #75
 - c) Summary of Series 2020 AA3 Requisitions #48 to #55
 - iv. Ratification of Kearney CO #11 for Orchid Terrace
13. Other Business
14. Supervisors Requests and Audience Comments
15. 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 Organizational Matters. Section A is the Administration of Oaths to Elected Board Members. Section B is the Consideration of Resolution 2021-01 Canvassing and Certifying the Results of the Landowners' Election. Section C is the Consideration of Resolution 2021-02 Electing Officers. A copy of both resolutions is enclosed for your review.

The fourth order of business is the approval of the minutes of the August 20, 2020 Board of Supervisors Meeting and November 3, 2020 Landowners' Meeting and Election. A copy of the minutes is enclosed for your review.

The fifth order of business is the Consideration of Resolution 2021-03 Declaring Series 2019 Phase 1 Project and Series 2020 Phase 2 and Phase 3 Project Complete. *This item will be provided under separate cover.*

The sixth order of business is the Consideration of Resolution 2021-04 Declaring Series 2020 Phase 2 and Phase 3 Project Complete. *This item will be provided under separate cover.*

The seventh order of business is the Consideration of Request for Qualifications for Engineering Services. A copy of the RFQ is enclosed for your review.

The eighth order of business is the Consideration of Memorandum from Hopping, Green & Sams Regarding E-Verify Requirements in 2021. A copy of the memorandum is enclosed for your review.

The ninth order of business is the Ratification of Audit Engagement Letter with CRI for Auditing Services. A copy of the letter is enclosed for your review.

The tenth order of business is the Ratification of 2021 Data Sharing Agreement with Polk County Property Appraiser. A copy of the agreement is enclosed for your review.

The eleventh order of business is the Ratification of Contract Agreement with Polk County Property Appraiser. A copy of the agreement is enclosed for your review.

The twelfth order of business is Staff Reports. Section C is the Field Manager's Report for your review. Section D 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. *These items will be provided under separate cover.* Sub-Section 3 is the Ratification of Requisitions. Section (a) includes a Summary of Series 2019 Requisitions #85 to #87, for your review and ratification. Section (b) includes a Summary of Series 2020 AA2 Requisitions #55 to #75, for your review and ratification. Section (c) includes a Summary of Series 2020 AA3 Requisitions #48 to #55, for your review and ratification. Sub-Section 4 includes Kearney CO #11 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

SECTION III

SECTION B

RESOLUTION 2021-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES, AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, pursuant to Section 190.006(2), Florida Statutes, a landowners meeting is required to be held within 90 days of the District’s creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held on November 3, 2020, the Minutes of which are attached hereto as Exhibit A, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

WHEREAS, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

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

SECTION 1. The following person is found, certified, and declared to have been duly elected as Supervisor of and for the District, having been elected by the votes cast in their favor as shown:

Lauren Schwenk	Seat 2	Votes <u>5</u>
Keaton Alexander	Seat 3	Votes <u>5</u>
Patrick Marone	Seat 5	Votes <u>4</u>

SECTION 2. In accordance with Section 190.006(2), Florida Statutes, and by virtue of the number of votes cast for the Supervisor, the above-named person is declared to have been elected for the following term of office:

Lauren Schwenk	4 Year Term (Seat 2)
Keaton Alexander	4 Year Term (Seat 3)

Patrick Marone

2 Year Term (Seat 5)

SECTION 3. This resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 21st day of January 2021

ATTEST:

**HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION C

RESOLUTION 2021-02

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT
DISTRICT ELECTING THE OFFICERS OF THE DISTRICT,
PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.**

WHEREAS, the 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 in the City of Haines City, Florida and unincorporated Polk County, Florida; and

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the Board of Supervisors (“**Board**”), shall organize by electing one of its members as Chairperson and by electing a Secretary, and such other officers as the Board may deem necessary.

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

1. DISTRICT OFFICERS. The District officers are as follows:

_____	is appointed Chairperson.
_____	is appointed Vice-Chairperson.
_____	is appointed Secretary.
_____	is appointed Assistant Secretary.
_____	is appointed Assistant Secretary.
_____	is appointed Assistant Secretary.
_____	is appointed Assistant Secretary.

2. CONFLICTS. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

3. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 21st day of January 2021

ATTEST:

**HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

MINUTES

BOS Meeting

**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, **August 20, 2020** at 10:15 a.m. via Zoom Teleconference pursuant to Executive Order 20-69, issued by Governor DeSantis, as amended and supplemented.

Present and constituting a quorum:

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

Also, present were:

Jill Burns	District Manager, GMS
Roy Van Wyk	Hopping Green & Sams
April Payeur	Developer's Office
Clayton Smith	GMS

The following is a summary of the discussions and actions taken at the August 20, 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 June 18, 2020 Meeting

Ms. Burns presented the minutes of the June 18, 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 Ms. Alexander, with all in favor, the Minutes of the June 18, 2020 Board Meeting, were approved.

FOURTH ORDER OF BUSINESS

Public Hearings

A. Public Hearing on the Adoption of the Fiscal Year 2021 Budget

Ms. Burns stated that the public hearing was listed in the paper, and she asked for a motion to open the public hearing.

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

Ms. Burns noted that no members of the public were present and asked for a motion to close the public hearing.

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

i. Consideration of Resolution 2020-16 Adoption of the District's Fiscal Year 2021 Budget and Appropriating Funds

Ms. Burns stated that the budget was attached as Exhibit A, and that the total amount of the budget was \$344,860 contemplating the amounts paying into Davenport Road South for their share of the amenity. She added that the other items reflected the field items that were currently in place as well as some additional leases for the playground equipment.

Ms. Burns noted that they were showing a developer contribution of \$26,565 to the extent that it would be needed. She clarified that the big question was if they would be getting a true-up payment from Davenport Road South, adding that she wanted to make sure there were efficient funds in case there were additional funds for the amenity that were not sent along.

Ms. Schwenk wanted to clarification that the Developer Agreement is a placeholder to zero-out the budget, but if certain monies were not spent it would not be needed. Ms. Burns clarified that that was the case.

Ms. Schwenk also asked why there was a question as to why they would get the true-up payment from Davenport South, to which Ms. Burns responded that the way the agreement worked was that they would disclose their expenses and budget at the beginning of the fiscal year and bill the District for that portion. She explained that if they spend more than that at the end of the fiscal year, the CDD gets a true-up payment that is due to them for amenity expenses. She explained it was an unknown because it depended on if there was anything incurred that wasn't already in the budget, such as unforeseen repairs, etcetera. If one of these happened, Ms. Burns stated she thought it would be very likely that they would see additional amounts billed to them that wasn't already contemplated in the budget.

On MOTION by Ms. Schwenk seconded by Mr. Heath, with all in favor, Resolution 2020-16 Adoption of the District's Fiscal Year 2021 Budget and Appropriating Funds, was approved.

ii. Consideration of Fiscal Year 2020/2021 Budget Deficit Funding Agreement

Ms. Burns stated that the agreement would be to fund the amount that was outlined in the budget that they just discussed, should it become necessary. She added that the entity that the agreement was with was left blank, but that she had been discussing with Ms. Payeur which entity should be filled in. Ms. Payeur explained that Orchid Terrace Development Group still owned the 46 lots in Phase 3 and 2 lots in Phase 2, so she asked Ms. Burns if they would be considered the developer. Ms. Burns responded that if that was the only developer that owned lots that was not a contractor, then yes.

Mr. Heath interjected that that would make them the landowner. Ms. Payeur responded that they were developers, but since they were the only ones left, it made them the entity.

Ms. Schwenk asked if it was fair to conclude that because they hadn't closed on their lots yet, the District also had an agreement with Lennar to keep the assessment of a certain amount and not go over. She added that JMBI had already sold their lots, and that if the costs did go over, they couldn't put it back on the builder, so she asked if it would revert back to the original landowner.

Ms. Burns replied that if they were reducing assessments based on the agreement in place to keep it at \$750 it would be split between entities, so she was if they did need to draw on it, they could list 2 entities and split it based on the original owner ship amounts that they were using based on the lots that they did own.

Ms. Schwenk stated for this fiscal year should be split proportionate share between Orchid Terrace Development and Orchid Terrace group, and the Board agreed.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Fiscal Year 2020/2021 Budget Deficit Funding Agreement, designating Orchid Terrace Group and Orchid Terrace Development as the entities, was approved. .
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B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments

Ms. Burns stated that the public hearing was advertised in the paper and sent to all landowners within the district. She asked for a motion to open the public hearing.

On MOTION by Ms. Schwenk, seconded Mr. Heath, with all in favor, Opening the Public Hearing, was approved.
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Ms. Burns noted that no members of the public were present and asked for a motion to close the public hearing.

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

i. Consideration of Resolution 2020-17 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Burns stated that since it was the first year that they were holding an O&M Assessment for collection, it would levy the O&M amount in the budget at \$750 per platted lots that were listed, as well as the debt amounts that were previously levied under the three series of bonds. She asked for a motion to approve.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, Resolution 2020-17 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

SIXTH ORDER OF BUSINESS

Acceptance of Fiscal Year 2019 Audit Report

Ms. Burns stated that pages 27 and 28 were a summary and report to management that outlined the audit, adding that there were no findings, no instances of non-compliance, and it was a clean audit. She noted that it was submitted to the state prior to the June 30th deadline. She asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Marone, with all in favor, the Fiscal Year 2019 Audit report, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Arbitrage Rebate Report from AMTEC for Series 2019 Bonds

Ms. Burns stated that the District was required under internal revenue code to determine that it doesn't earn more interest than it pays, and that the report verifies the negative arbitrage amount listed in the report. She asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Arbitrage Rebate Report from AMTEC for Series 2019 Bonds, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Arbitrage Rebate Report from AMTEC for Series 2020A Bonds

Ms. Burns stated that the price for the proposal from AMTEC to do the Series 2020 bonds total \$450 per year, adding that it was the same amount that the district was paying on the 2019 Bonds. She asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, Consideration of Arbitrage Rebate Report from AMTEC for Series 2020A Bonds, was approved.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2020-18
Designation of Regular Monthly Meeting
Date, Time, and Location for Fiscal Year
2021**

Ms. Burns stated the schedule in the package contemplated leaving the current schedule the same, which consisted meeting at 10:15 a.m. at the Cassidy office once they resumed in-person meetings. She asked if there were any change requests, and hearing none asked for a motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, with all in favor, the Resolution 2020-18 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2021, was approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Van Wyk brought up that they were trying to get one item approved by the Board, that being a release of an easement and the approval of a new easement agreement. He explained that there was a need to vacate a utility easement over Lot 25 of Orchid Terrace in Phase 2, and added that they needed to obtain an easement across Lots 25 and 26. He stated that there were two separate documents he sent to Ms. Burns, one of those being a quit claim deed that would release the easement along the east side of Lot 25.

Mr. Rhinehart asked if it would impede the house going on that lot, and Mr. Van Wyk replied that it was requested by the builder. He asked for the Board to approve the quit claim deed.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, with all in favor, Authorizing the Chairman to Sign the Quit Claim Deed, was approved.

Mr. Van Wyk also presented the easement agreement that would grant the easement over lots 25 and 26, the diagonal easement that would run from the front of lot 25 and 26, and to the end of lot 26.

Mr. Heath asked that a copy of the layout of the easement be provided as well, and Mr. Van Wyk said he thought Ms. Schwenk might already have it. Ms. Schwenk stated that exhibit did not have the layout in it, so Mr. Van Wyk said that he would provide it at a later time.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, with all in favor, the New Easement Agreement over Lots 25 and 26, was approved.

B. Engineer

There being none, the next item followed.

C. Field Manager's Report

Mr. Smith stated that Highland Meadows West had some new properties coming in across the street. He added that he had proposals for those new properties, but had questions about some of the locations. Mr. Smith said that there was also a new sidewalk through the playground area, and that he would make sure that the areas were put back together when they were done. He also listed maintenance items that had been completed, including putting up fences and keeping on top of general maintenance items. He noted that there were issues with the irrigation, but that the contractor was working on getting those fixed.

i. Consideration of Proposal from Prince & Sons, Inc. to Replace Trees

Mr. Smith added that they lost some Crepe Myrtles at the front of the Patterson entrance but had a proposal to fix those.

Mr. Heath asked if there was a warranty on those, and Mr. Smith replied that it was an option, but that it would go through the installer. He noted that he had a quote for what the district's landscaper would do, but that he could get the installer contact to see if they could warranty them. Mr. Heath interjected that Danny Stewart did the landscaping along the wall. Ms. Burns asked for a motion to approve a tentative agreement with Prince, totaling \$550 to replace the Crepe Myrtles if they were not covered under warranty by Stewart.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, with all in favor, Approval of a Tentative Agreement with Prince for Landscaping Repairs, if not covered by Danny Stewart, was approved.

ii. Consideration of Proposal from GMS to Repair Damaged Asphalt

Mr. Smith stated that there had been damage from Spectrum on some areas of asphalt in a certain section by a construction trailer, and there was a request to have a proposal generated for it. He noted that after looking at it, he didn't think that it would have any significant future issues, but that there was always the option of patching the sections. He added that if they wanted, the panel of the road could be replaced as well, but he didn't know if the board wanted to proceed with the repairs because the road damage was not extremely significant from his review.

Mr. Heath asked what Mr. Smith was classifying as "road damage", to which Mr. Smith explained that Spectrum had put down their stabilizers and it had crunched some of the fresh asphalt about 1.5 inches deep, and noted that there were 4 spots.

Mr. Heath asked Mr. Smith to take a picture and show it to the Board at the next meeting.

Mr. Smith had a question for Ms. Burns about when Phases 2 and 3 would be ready for turnover because he already had a quote for Phase 2. He added that the landscaper had issues locating Phase 3, and when Mr. Smith had gone out there to assist, he was unable to locate it either.

Mr. Heath stated that Phase 3 was behind Phase 1 to the West.

Mr. Rhinehart added that it was the Northwest corner of Phase 1.

Mr. Smith understood, and stated he only had a proposal for Phase 2, but suggested that because Phase 3 was smaller than Phase 2, the Board could approve a not-to-exceed amount, or that it could just be added on later.

Mr. Heath asked that they just approve Phase 2 and come back at the next meeting for Phase 3.

Ms. Burns asked for a motion to approve the Phase 2.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, with all in favor, the Amendment to Prince Agreement for Phase 2, was approved.

D. District Manager's Report

i. Approval of Check Register

Ms. Burns stated the Check Register totaled \$32,114.59, and asked for a motion to approve.

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 Funding Request Series 2020 A3-1

Ms. Burns presented the Series 2020 A3 Funding Request, and asked for a motion to ratify.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Funding Request Series 2020 A3-1, was ratified.

iv. Ratification of Requisitions

a. Summary of Series 2019 Requisitions #81 to #84

Ms. Burns presented the Series 2019 Requisitions #81 to #84 and asked that they be ratified by the Board.

b. Summary of Series 2020 AA2 Requisitions #42 to #54

Ms. Burns presented the Series 2020 AA2 Requisitions #42 to #54 and asked that they be ratified by the Board.

c. Summary of Series 2020 AA3 Requisitions #39 to #47

Ms. Burns presented the Series 2020 AA3 Requisitions #39 to #47 and asked that they be ratified by the Board.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Series 2019 Requisitions #81 to #84, Series 2020 AA2 Requisitions #42 to #54, and Series 2020 AA3 Requisitions, were ratified.

v. Ratification of Kearney Change Order #10 for Orchid Terrace

Ms. Burns stated that Kearney Change Order #10 for Orchid Terrace 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 Kearney Change Order #10 for Orchid Terrace, was ratified.

TENTH ORDER OF BUSINESS

Other Business

There was no other business.

ELEVENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

TWELTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

LO Meeting

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

The Landowner's Meeting and Election of the Highland Meadows West Community Development District was held on Tuesday, **November 3, 2020** at 9:40 a.m. via at 346 E. Central Ave., Winter Haven, Florida, 33880.

Present were;

Lauren Schwenk
Patrick Marone
Keaton Alexander
Jill Burns
Roy Van Wyk

District Manager, GMS
Hopping Green & Sams

The following is a summary of the discussions and actions taken at the November 3, 2020 Highland Meadows West Community Development District's Landowners' Meeting and Election.

FIRST ORDER OF BUSINESS

**Determination of Number of Voting Units
Represented**

Ms. Burns noted that Lauren Schwenk with Orchid Terrace Group was authorized to cast up to 46 votes for 46 lots owned.

SECOND ORDER OF BUSINESS

Call to Order

Ms. Burns called the meeting to order.

THIRD ORDER OF BUSINESS

Election of Chairman

Ms. Burns was elected Chairman for the meeting.

FOURTH ORDER OF BUSINESS

**Nominations for the Position of
Supervisor**

Ms. Burns noted that there were three seats up for election: Seat 2, Seat 3, and Seat 5. Ms. Schwenk noted that Lauren Schwenk will take Seat 2, Keaton Alexander will take Seat 3, and Patrick Marone will take Seat 5.

FIFTH ORDER OF BUSINESS

Casting of Ballots

Ms. Schwenk noted that Lauren and Keaton received 5 votes and Patrick received 4 votes.

SIXTH ORDER OF BUSINESS

Ballot Tabulation

Ms. Burns noted that Lauren and Keaton would each serve 4-year terms and Patrick Marone will serve a 2-year term.

SEVENTH ORDER OF BUSINESS

Landowner's Questions and Comments

There being none, the next item followed.

EIGHTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

*Item will be
provided under
separate cover.*

SECTION VI

*Item will be
provided under
separate cover.*

SECTION VII

REQUEST FOR QUALIFICATIONS (“RFQ”) FOR ENGINEERING SERVICES FOR THE HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT

The Highland Meadows West Community Development District (“**District**”) located in Polk County, Florida, announces that professional engineering services will be required on a continuing basis for the District. The engineering firm selected will act in the general capacity of District Engineer and, if so authorized, may provide general engineering services as well as engineering services on an ongoing basis and for the design and construction administration associated with the District’s capital improvement plan. The District may select one or more engineering firms to provide engineering services on an ongoing basis.

Any firm or individual (“**Applicant**”) desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement (“**Qualification Statement**”) of its qualifications and past experience on U.S. General Service Administration’s “Architect-Engineer Qualifications, Standard Form No. 330,” with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant’s professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant’s willingness to meet time and budget requirements; d) the Applicant’s past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with Polk County; e) the geographic location of the Applicant’s headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant’s Competitive Negotiations Act, Chapter 287, *Florida Statutes* (“**CCNA**”). All Applicants must submit eight (8) copies of Standard Form No. 330 and Qualification Statement by 12:00 p.m. on Wednesday, February 10, 2021 and to the attention of Governmental Management Services – Central Florida, LLC, c/o Jill Burns, 219 E. Livingston Street, Orlando, Florida 32801; Ph: (407) 841-5524 (“**District Manager’s Office**”).

The Board of Supervisors shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager’s Office, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant. The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager’s Office, must be filed in writing with the District Manager’s Office, within seventy-two (72) hours after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest

bond with a responsible surety to be approved by the District and in the amount of Ten Thousand Dollars (\$10,000.00).

Any and all questions relative to this RFQ shall be directed in writing by e-mail only to Jill Burns at jburns@gmscfl.com with e-mail copy to Roy Van Wyk at royv@hgslaw.com.

District Manager

Publish on Wednesday, January 27, 2021 (must be published at least 14 days prior to submittal deadline)

**HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT ENGINEER REQUEST FOR QUALIFICATIONS

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

SECTION VIII

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO: District Managers

FROM: Hopping Green & Sams

DATE: December 2020

RE: Section 448.095, *Florida Statutes* / E-Verify Requirements

As you may be aware, the Florida Legislature recently enacted Section 448.095, *Florida Statutes*, which, generally speaking, requires that all employers verify employment eligibility using the United States Department of Homeland Security's "E-Verify" system. Specifically, Section 448.095(2)(a) provides:

"Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system."

Section 448.095(1), F.S., defines "public employer" to be any "regional, county, local, or municipal government . . . that employs persons who perform labor or services for that employer in exchange for salary, wages, or other remuneration or that enters or attempts to enter into a contract with a contractor." Because all CDDs and stewardship districts (together, "Special Districts") enter into contracts with contractors (and many Special Districts have employees), all Special Districts are subject to the new E-Verify requirements.

As a District Manager, there are two steps that need to be taken:

1. Enroll your Special Districts on the E-Verify system, at: <https://www.e-verify.gov/>. An E-Verify enrollment checklist is available at <https://www.e-verify.gov/employers/enrolling-in-e-verify/enrollment-checklist>. In order to enroll, all Special Districts must enter into a memorandum of understanding ("MOU") which must be executed by the chairperson of each board. Under the MOU, the responsibilities of the Special Districts include provision of contact information, display of notices to prospective employees, completion of an E-Verify tutorial, familiarization with the E-Verify User Manual, and other obligations. Samples of the MOU and E-Verify User Manual are attached here.
2. On a going forward basis, include the following contract provision in Special District contracts:

E-VERIFY REQUIREMENTS

The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Please let us know if you have any questions regarding the new law. We appreciate your attention to this matter, and can be reached at 850-222-7500.

SECTION IX



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

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

November 16, 2020

Highland Meadows West Community Development District
c/o Governmental Management Services
9145 Narcoossee Road, Suite A206
Orlando, Florida 32827

We are pleased to confirm our understanding of the services we are to provide Highland Meadows West Community Development District (the District) for the year ended September 30, 2020 with an option to renew for two (2) additional one-year renewals. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the September 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Supervisors of the

District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding

sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

We will also assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

We will also examine the District's compliance with the requirements of Section 218.415, Florida Statutes, *Local Government Investment Policies*, as of September 30, 2020. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. Our report will be addressed to the Board of Supervisors of the District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If for any reason, we are unable to complete

the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

Management Responsibilities

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related-party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any

significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC (CRI) and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CRI personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

Public Records. Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a) Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b) Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and
- d) Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy (except as required by regulation or professional standard to maintain such records) any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any request to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:

Highland Meadows West Community Development District

c/o Governmental Management Services, LLC

219 East Livingston Street

Orlando, Florida 32801

TELEPHONE: (407) 841-5524

EMAIL: jburns@gmscfl.com

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Florida Auditor General. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately on November 4, 2020 and to issue our reports no later than May 31, 2021. Alan Jowers, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates except that we agree that our fee will not exceed \$3,000. In the event the District issues debt instruments or has significant infrastructure construction, the audit fee will increase by an amount not to exceed \$3,000. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in a sufficient detail to demonstrate compliance with the terms of this agreement. In

accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. CRI or the District may terminate this agreement with or without cause by providing thirty (30) days written notice to the other party. The District will be obligated to pay all invoices for services rendered prior to the date of the notice for termination.

Dispute Resolution

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or other dispute resolution procedure, they will first try, in good faith, to resolve the dispute through non-binding mediation. All parties agree that an alternative form of dispute resolution shall not be undertaken by either party until the expiration of fifteen (15) calendar days following notice being provided to the other party indicating that the dispute cannot be settled through mediation. The mediation will be administered by the American Arbitration Association under its *Dispute Resolution Rules for Professional Accounting and Related Services Disputes*. The costs of any mediation proceedings shall be shared equally by all parties.

Limitation of Liability

Except as provided in this agreement, CRI shall not be liable for incidental, consequential, exemplary, special, punitive or ancillary damages of any kind alleged as a result of any cause of action from this agreement, whether arising out of breach of contract, tort or otherwise. If there are unpaid fees owed to CRI, this cumulative liability will be reduced by the value of the unpaid fees with no additional interest or charges, as CRI retains the right to offset any sums claimed as due and owed by you, by any sums to which it is legally entitled. This limitation shall apply whether or not further damages are foreseeable, or whether either party (or its employees, agents, officers or directors) have been advised of the possibility of such damages.

Electronic Data Communication and Storage and Use of Third Party Service Provider

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information,

knowledge, and deliverables in a protected environment. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records. In the event you suffer a loss of any files or records due to accident, inadvertent mistake, or Act of God, copies of which you have provided to us pursuant to this agreement, we shall not be responsible or obligated to provide you a copy of any such file or record which we may retain in our possession.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

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

Carr, Riggs & Ingram, LLC

Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of Highland Meadows West Community Development District.

Management signature: *Bill Burn*

Title: *District Manager*

Date: *12-21-2020*

Governance signature: _____

Title: _____

Date: _____

SECTION X



Marsha M. Faux, CFA, ASA
Polk County Property Appraiser
2021 Data Sharing and Usage Agreement

HIGHLAND MEADOWS WEST CDD

This Data Sharing and Usage Agreement, hereinafter referred to as "Agreement," establishes the terms and conditions under which the **HIGHLAND MEADOWS WEST CDD**, hereinafter referred to as **agency**, can acquire and use Polk County Property Appraiser data that is exempt from Public Records disclosure as defined in [FS 119.071](#).


The confidentiality of personal identifying and location information including: names, physical/mailling/street addresses, parcel ID, legal property description, subdivision/neighborhood name, lot number, GPS coordinates, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt / confidential status, hereinafter referred to as **confidential information**, will be protected as follows:

1. The **agency** will not release **confidential information** that may reveal identifying and location information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential information** in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all state laws and regulations governing the confidentiality and exempt status of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to **confidential information** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential information** is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying and location information is released.


The term of this Agreement shall commence on **January 1, 2021** and shall run until **December 31, 2021**, the date of signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually to ensure all responsible parties are aware of and maintain the terms and conditions of this Data Sharing and Usage Agreement.

In witness of their agreement to the terms above, the parties or their authorized agents hereby affix their signatures.

POLK COUNTY PROPERTY APPRAISER

Signature: 
Print: Marsha M. Faux CFA, ASA
Title: Polk County Property Appraiser
Date: December 1, 2020

HIGHLAND MEADOWS WEST CDD

Signature: 
Print: Jill Burns
Title: District Manager
Date: 12/2/20

Please email the signed agreement to pataxroll@polk-county.net.

SECTION XI

CONTRACT AGREEMENT

This Agreement made and entered into on Monday, December 07, 2020 by and between the Highlands Meadows West Community Development District, a local unit of special purpose government of the State of Florida hereinafter referred to as the 'Special District', and Marsha M. Faux, Polk County Property Appraiser, a Constitutional Officer of the State of Florida, whose address is 255 North Wilson Ave., Bartow, FL 33830, hereinafter referred to as the 'Property Appraiser'.

1. Section 197.3632 Florida Statutes, provides that special assessments of non-ad valorem taxes levied by the Special District may be included in the assessment rolls of the County and collected in conjunction with ad valorem taxes as assessed by the Property Appraiser. Pursuant to that option, the Property Appraiser and the Special District shall enter into an agreement providing for reimbursement to the Property Appraiser of administrative costs, including costs of inception and maintenance, incurred as a result of such inclusion.
2. The parties herein agree that, for the 2021 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Highlands Meadows West Community Development District.
3. The term of this Agreement shall commence on January 1, 2021 or the date signed below, whichever is later, and shall run until December 31, 2021, the date of signature by the parties notwithstanding. This Agreement shall not automatically renew.
4. The Special District shall meet all relevant requirements of Section 197.3632 & 190.021 Florida Statutes.
5. The Special District shall furnish the Property Appraiser with up-to-date data concerning its boundaries and proposed assessments, and other information as requested by the Property Appraiser to facilitate in administering the non-ad valorem assessment in question. Specifically, if assessments will be included on the 2021 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 16, 2021**. The Special District's assessments shall, as far as practicable, be uniform (e.g. one uniform assessment for maintenance, etc.) to facilitate the making of the assessments by the mass data techniques utilized by the Property Appraiser.
6. The Special District shall certify to the Property Appraiser the Special District's annual installment and levy **no later than Wednesday, September 15, 2021**. The Property Appraiser shall, using the information provided by the Special District, place the Special District's non ad-valorem special assessments on properties within the district for inclusion on the 2021 tax roll.
7. The Property Appraiser shall be compensated by the Special District for the administrative costs incurred in carrying out this Agreement at the rate of 1% of the amount levied on the TRIM Notice or if the TRIM Notice is not used, the rate shall be 1% of the amount levied on the 2021 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Wednesday, September 15, 2021** for processing within the Property Appraiser budget year (October 1st – September 30th).
8. If the actual costs of performing the services under this agreement exceed the compensation provided for in Paragraph 7, the amount of compensation shall be the actual costs of performing the services under this agreement.
9. If tax roll corrections are requested by the Special District, the Property Appraiser shall be compensated by the Special District for the administrative costs incurred at the rate of \$5.00 for each tax roll correction exceeding ten (10) corrections per tax year.

The Special District shall indemnify and hold harmless, to the extent permitted by Florida law and without waiving its right of any applicable sovereign immunity, the Property Appraiser and all respective officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Property Appraiser and all respective officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent or intentional acts or omissions of the Special District or its employees, agents, servants, partners, principals, or subcontractors arising out of, relating to, or resulting from the performance of the Agreement. The Special District shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Property Appraiser where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

EXECUTED By:

Jill Burns
Special District Representative

Jill Burns
Print name

District manager
Title

12-7-2020
Date

Marsha M. Faux, CFA, ASA
Polk County Property Appraiser
By:

Marsha Faux
Marsha M. Faux, Property Appraiser

SECTION XII

SECTION C

Highland Meadows West CDD

Field Management Report

Completed – Pressure Heads

- Due to elevation changes the zone at the Patterson entrance was weeping out for a long time after it ran. Causing the area to stay very wet.
- All heads were changed for pressure heads.
- Area has dried up.



In Process – Grading/Washout



- The steep incline at the wall on the Patterson entrance west side wall has caused the landscaping to washout.
- Repair may require some extensive fill.
- Working on solutions.

Other

Site Items

- ✚ Sidewalk added to amenity area in Phase 1.
- ✚ Playground added in newer phase.
- ✚ Regular site visits and contact with landscaper regarding site needs.
- ✚ Removed declined crepe myrtle.



Conclusion

For any questions or comments regarding the above information, please contact me by phone at 407-201-1514, or by email at csmith@gmscfl.com. Thank you.

Respectfully,
Clayton Smith

SECTION D

SECTION 1

SECTION 2

SECTION 3

SECTION (a)

Requisition	Payee/Vendor	Amount
85	Hamilton Engineering & Surveying, Inc.	\$ 740.00
86	Hopping, Green & Sams	\$ 14.50
87	HMD West, LLC	\$ 181,586.43
	TOTAL	\$ 182,340.93

SECTION (b)

Requisition	Payee/Vendor	Amount
55	Stewart & Associates Property Services, Inc.	\$ 106,552.00
56	Danielle Fence Mfg. Co., Inc.	\$ 16,894.00
57	Ferguson Waterworks	\$ 9,551.37
58	Florida Soil Cement Co., LLC	\$ 163.02
59	The Kearney Companies, LLC	\$ 6,053.03
60	The Kearney Companies, LLC	\$ 50,273.45
61	Orchid Terrace Development, LLC	\$ 4,431.84
62	The Kearney Companies, LLC	\$ 8,338.58
63	The Kearney Companies, LLC	\$ 51,202.55
64	Greenland Services, LLC	\$ 13,500.00
65	Orchid Terrace Development, LLC	\$ 2,215.92
66	Highland Meadows West CDD Phase 1 Series 2019	\$ 144,685.36
67	Hopping, Green & Sams	\$ 63.00
68	Cypress Signs	\$ 3,357.50
69	Wood & Associates Engineering, LLC	\$ 11,900.00
70	Hopping, Green & Sams	\$ 126.00
71	VOIDED	
72	Wood & Associates Engineering, LLC	\$ 343.75
73	Hopping, Green & Sams	\$ 29.00
74	Hopping, Green & Sams	\$ 58.00
75	Wood & Associates Engineering, LLC	\$ 243.75
	TOTAL	\$ 429,982.12

SECTION (c)

Requisition	Payee/Vendor	Amount	
48	Danielle Fence	\$	5,104.40
49	Greenland Services, LLC	\$	17,632.50
50	Ferguson Waterworks	\$	6,106.62
51	Florida Soil Cement Co., LLC	\$	104.22
52	The Kearney Companies, LLC	\$	8,043.01
53	The Kearney Companies, LLC	\$	20,534.23
54	GeoPoint Surveying, Inc.	\$	250.00
55	Orchid Terrace Group, LLC	\$	1,568.16
TOTAL		\$	59,343.14

SECTION 4


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. 11
THE KEARNEY COMPANIES PROJECT NO. 0008-03

 Date: 31-Jul-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
1805587-1	FERGUSON 7/8/2020	\$ 1,241.00		
1836072	FERGUSON 7/13/2020	\$ 8,436.99		
1836072-1	FERGUSON 7/15/2020	\$ 5,980.00		
		\$ 15,657.99	\$ 782.90	\$ 16,440.89
20057	FLORIDA SOIL CEMENT CO. 7/22/2020	\$ 267.24		
		\$ 267.24	\$ 13.36	\$ 280.60
TOTAL				\$ (16,721.49)

 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-Jul-20

 Engineered by:

 15451D180885455

 Owner

DATE: _____

DATE: 8/20/2020