

*Highland Meadows West
Community Development District*

Meeting Agenda

January 20, 2022

AGENDA

Highland Meadows West

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

January 13, 2022

**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 20, 2022 at 10:30 AM** at the **Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., 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://us06web.zoom.us/j/82716545053>

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

Meeting ID: 827 1654 5053

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. Swearing in of Keaton Alexander
4. Approval of Minutes of the August 19, 2021 and November 18, 2021 Board of Supervisors Meetings
5. Public Hearing
 - A. Public Hearing on the Adoption of Parking Policies and Rules for the District

¹ Comments will be limited to three (3) minutes

- i. Consideration of Resolution 2022-03 Adopting the Parking Policies and Rules for the District
 - ii. Consideration of Towing Services Agreement with S&S Towing
- 6. Consideration of 2022 Data Sharing and Usage Agreement with Polk County Property Appraiser
- 7. Consideration of Contract Agreement with Polk County Property Appraiser
- 8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - D. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
- 9. Other Business
- 10. Supervisors Requests and Audience Comments
- 11. Adjournment

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, **August 19, 2021** at 10:15 a.m. at 346 East Central Ave., Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath
Lauren Schwenk
Patrick Marone

Chairman
Vice Chairman
Assistant Secretary

Also, present were:

Jill Burns
Roy Van Wyk
Marshall Tindall
Rey Malave
Margie Lloyd

District Manager, GMS
KE Law Group
GMS
Dewberry
Dewberry

The following is a summary of the discussions and actions taken at the August 19, 2021 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 three Supervisors were in attendance at the meeting, 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

Swearing in of Keaton Alexander

This item was not addressed, swearing in of Keaton Alexander was added to the next agenda.

FOURTH ORDER OF BUSINESS

**Ratification of Joint Letter from Hopping,
Green & Sams and KE Law Group
Regarding District Counsel
Representation**

Ms. Burns stated that this was signed outside of the meeting and approved. She said it just needed to be ratified by the Board.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Joint Letter from Hopping Green & Sams and KE Law Group Regarding District Counsel Representation, was ratified.

FIFTH ORDER OF BUSINESS

**Consideration of Fee Agreement with KE
Law Group**

Ms. Burns stated the fees in the agreement were the same as they were previously for counsel's services. She offered to answer any questions.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Fee Agreement with KE Law Group, was approved.

SIXTH ORDER OF BUSINESS

**Approval of Minutes of the May 20, 2021
Board of Supervisors Meeting**

Ms. Burns presented the minutes of the May 20, 2021 Board of Supervisors meeting minutes. Ms. Burns asked for any comments or corrections to the minutes. The Board had no changes.

On MOTION by Ms. Schwenk, seconded by Mr. Marone, with all in favor, the Minutes of the May 20, 2021 Board of Supervisors Meeting, were approved.

SEVENTH ORDER OF BUSINESS

Public Hearings

A. Public Hearing on the Adoption of the Fiscal Year 2022 Budget

Ms. Burns asked for a motion to open the public hearing. She stated that this had been advertised in the paper.

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

i. Consideration of Resolution 2021-06 Adoption of the District's Fiscal Year 2022 Budget and Appropriating Funds

Ms. Burns reviewed the major changes since the last year for the Board. She offered to answer any questions from the Board and asked if there were changes that needed to be made.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Resolution 2021-06 Adoption of the District's Fiscal Year 2022 Budget and Appropriating Funds, was approved.

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

B. Public Hearing on the Imposition of Operations and Maintenance Special Assessments

Ms. Burns asked for a motion to open the public hearing. She stated that this had been advertised in the paper.

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

i. Consideration of Resolution 2021-07 Imposing Special Assessments and Certifying an Assessment Roll

Ms. Burns stated that this was included in the Board member's packets. She stated that this resolution imposes the Operations & Maintenance based on the budget that was just approved and certifies the assessment roll that they send to the county. She offered to answer any questions. Hearing none,

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Resolution 2021-07 Imposing Special Assessments and Certifying an Assessment Roll, was approved.

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

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2021-08
Designating Date, Time, and Location for
Fiscal Year 2022 Meetings**

Ms. Burns stated that the proposed schedule was the third Thursday of each month at 10:30 a.m. She also stated that the location was moved to the Holiday Inn.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, Resolution 2021-08 Designating Date, Time, and Location for Fiscal Year 2022 Meetings, was approved.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2021-09 Re-
Designating Registered Agent for the
District**

Ms. Burns stated that Mr. Van Wyk and Hopping Green & Sams were previously the registered agent, and this resolution would change the registered agent to Ms. Burns and her office. She elaborated that this meant that any correspondence with the state would get sent to her office.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, Resolution 2021-09 Re-Designating Registered Agent for the District, was approved.

TENTH ORDER OF BUSINESS

**Consideration of Series 2019 Arbitrage
Rebate Report**

Ms. Burns stated that the District is required to demonstrate that they do not earn more interest than they pay. The report states that there is not more interest being earned than being paid. She offered to answer any questions.

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

ELEVENTH ORDER OF BUSINESS

Acceptance of Fiscal Year 2020 Audit Report

Ms. Burns stated that there were no instances of non-compliance and no findings. This was considered a clean audit. It has been submitted to the state.

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the Fiscal Year 2020 Audit Report, was approved.

TWELTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Van Wyk had nothing to report.

B. Engineer

Mr. Malave had nothing to report.

C. Field Manager's Report

i. Consideration of Proposals for Annual Re-Mulching

Mr. Smith reviewed the field manager's report included in the agenda package. Mr. Tindall proposed that the Board see if there were funds in the budget available for mulch updates. The Board agreed with the quote from Prince & Sons mulch.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Proposal for Annual Re-Mulching with Prince & Sons, was approved.

ii. Consideration of Landscape Contract Renewal and Price Adjustment *(to be provided under separate cover)*

Mr. Tindall stated that this contract renewal included the new area at the dog stations and included two additional fertilizing's per year. Mr. Van Wyk's office will be drafting a contract amendment.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Landscape Contract Renewal and Price Adjustment, was approved.

D. District Manager's Report

i. Approval of Check Register

Ms. Burns stated the check register was included in your agenda package. She asked for a motion to approve.

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

ii. Balance Sheet and Income Statement

Ms. Burns stated the financials are included in the agenda package for the Board's review and no action needed to be taken.

iii. Ratification of:

a) Series 2020 AA3 Requisitions #63 and #64

b) Ratification of Series 2020-A2 FY 21 Funding Requests #1 to #5

Ms. Burns presented the Series 2020 AA3 Requisitions #61 and #62 and asked that they be ratified by the Board.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Series 2020 AA3 Requisitions #63 and #64, and Series 2020 A-2 Fiscal Year 2021 Funding Requests #1 to #5, were ratified.

THIRTEENTH ORDER OF BUSINESS

Other Business

There was no other business.

FOURTEENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

August 19, 2021

Highland Meadows West CDD

FIFTEENTH ORDER OF BUSINESS

Adjournment

The meeting was adjourned.

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

Secretary/Assistant Secretary

Chairman/Vice Chairman

**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, **November 18, 2021** at 10:30 a.m. at The Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida.

Present and constituting a quorum:

Rennie Heath (<i>resigned during meeting</i>)	Chairman
Lauren Schwenk (<i>resigned during meeting</i>)	Vice Chairman
Patrick Marone	Assistant Secretary
Andrew Rhinehart	Assistant Secretary

Also, present were:

Jill Burns	District Manager, GMS
Roy Van Wyk	KE Law Group
Marshall Tindall	GMS
Clayton Smith	GMS
Rey Malave	Dewberry
Margie Lloyd	Dewberry
Bobbie Henley	Elected as Supervisor
Christine Aviles	Elected as Supervisor

The following is a summary of the discussions and actions taken at the November 18, 2021 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 four Supervisors were in attendance at the meeting, constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns stated that there were no members of the public present. Mr. Rennie Heath resigned from the Board of Supervisors at this time.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, Accepting the Resignation of Supervisor Rennie Heath, was approved.

Ms. Bobbie Henley was nominated to be elected to the Board at this time.

On MOTION by Ms. Schwenk, seconded by Mr. Marone, with all in favor, the Nomination of Bobbie Henley to the Board of Supervisors, was approved.

Ms. Bobbie Henley was sworn in at this time by Ms. Burns.

THIRD ORDER OF BUSINESS

Swearing in of Keaton Alexander

This item was not addressed, the swearing in of Keaton Alexander will be added to the next agenda. At this time, Ms. Schwenk resigned from the Board of Supervisors.

On MOTION by Mr. Marone, seconded by Ms. Henley, with all in favor, the Resignation of Supervisor Lauren Schwenk, was approved.

Ms. Christine Aviles was nominated to be elected to the Board at this time.

On MOTION by Mr. Marone, seconded by Mr. Rhinehart, with all in favor, the Nomination of Christine Aviles to the Board of Supervisors, was approved.

Ms. Christine Aviles was sworn in by Ms. Burns.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2022-02 Appointing Officers – ADDED

Ms. Burns stated that they needed to re-elect officers. The Board decided that Mr. Marone will serve as Chairman, Ms. Henley will be Vice-Chairman, and Ms. Aviles, Mr. Rhinehart, and

Ms. Alexander will be Assistant Secretaries along with George Flint from GMS. Ms. Burns stated that she will serve as Secretary.

On MOTION by Mr. Rhinehart, seconded by Mr. Marone, with all in favor, Resolution 2022-02 Appointing Officers, was approved.

FIFTH ORDER OF BUSINESS

Approval of Minutes of the August 19, 2021 Board of Supervisors Meeting

**This item was not discussed and will be added to the next agenda.*

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2022-01 Waiving a Portion of the Rules of Procedure Regarding Notice of Meetings

Ms. Burns stated that this would allow the District to save costs on advertising by not having to place monthly meeting ads in the paper.

On MOTION by Mr. Marone, seconded by Mr. Rhinehart, with all in favor, Resolution 2022-01 Waiving a Portion of the Rules of Procedure Regarding Notice of Meetings, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Engagement Letter for Fiscal Year 2021 Audit Services

Ms. Burns stated that this was with CRI and the total was \$3,000.

On MOTION by Mr. Rhinehart, seconded by Mr. Marone, with all in favor, the Engagement Letter for Fiscal Year 2021 Audit Services, was approved.

EIGHTH ORDER OF BUSINESS

Discussion Regarding Street Parking

Ms. Burns stated that they did not have any street parking or towing enforcement rules in place and there have been some complaints about cars parked on both sides of the road and trash not being able to come and pick up. There were also problems with getting mail from the mailbox. The Board decided to set a public hearing for January 20, 2022 at 10:30 a.m. so a policy can be

adopted at that time. The Board would like Clayton to order parking spot signs by the mailboxes in the meantime.

On MOTION by Mr. Marone, seconded by Ms. Henley, with all in favor, Setting a Public Hearing Date on January 20, 2022 Regarding Street Parking, and Authorizing Signage to be Ordered, were approved.

NINTH ORDER OF BUSINESS

Staff Reports

A. Attorney

i. Memorandum Regarding Wastewater Services and Stormwater Management Needs Analysis

Mr. Van Wyk stated this memorandum did not require action and that they could discuss it if the Board had any questions.

B. Engineer

There being none, the next item followed.

C. Field Manager's Report

Mr. Smith reviewed the Field Manager's Report that is included in the agenda for the Board and offered to answer any questions that they had.

D. District Manager's Report

i. Approval of Check Register

Ms. Burns stated the check register was included in your agenda package. She asked for a motion to approve.

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

ii. Balance Sheet and Income Statement

Ms. Burns stated the financials are included in the agenda package for the Board's review and no action needed to be taken. The financials were through September 30th, 2021.

TENTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

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 Mr. Rhinehart, seconded by Ms. Henley, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

SECTION A

SECTION 1

RESOLUTION 2022-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT
DISTRICT ADOPTING RULES RELATING TO OVERNIGHT
PARKING AND TRAFFIC ENFORCEMENT; AND PROVIDING
FOR SEVERABILITY 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, Polk County, Florida; and

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

WHEREAS, the Board of Supervisors of the District (“Board”) is authorized by Sections 190.011(5) and 190.035, *Florida Statutes*, to adopt rules, orders, rates, fees and charges pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the District desires to adopt *Rules Relating to Overnight Parking and Traffic Enforcement* (“Rule”), pursuant to the provisions of Sections 190.011(5) and 190.035 and Chapter 120, *Florida Statutes*; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt by resolution the Rule for immediate use and application.

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

SECTION 1. The District hereby adopts the Rule, attached hereto as **Exhibit A**.

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

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

PASSED AND ADOPTED this 20th day of January 2022

ATTEST:

**HIGHLAND MEADOWS WEST
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT
RULES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT

In accordance with Chapter 190, *Florida Statutes*, and on January 20, 2022 at a duly noticed public meeting, the Board of Supervisors of the Highland Meadows West Community Development District (“District”) adopted the following policy to govern parking and parking enforcement on certain District Property. This policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

SECTION 1. INTRODUCTION. The District finds that parked Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles (hereinafter defined) on certain of its property (hereinafter defined) cause hazards and danger to the health, safety and welfare of District residents, paid users and the public. This policy is intended to provide the District’s residents and paid users with a means to park Vehicles on-street in certain designated parking areas as well as to allow additional parking for Vehicles and overnight guests in the District’s Overnight Parking Areas and remove such Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles from District designated Tow-Away Zones consistent with this Policy and as indicated on **Exhibit A** attached hereto and incorporated herein by reference. This Policy authorizes additional overnight parking in designated areas, which areas are identified in **Exhibit B** attached hereto, subject to obtaining an Overnight Parking Permit.

SECTION 2. DEFINITIONS.

- A. *Commercial Vehicle(s)*. Any mobile item which normally uses wheels, whether motorized or not, that (i) is titled, registered or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered or leased to an individual person.
- B. *Vehicle(s)*. Any mobile item which normally uses wheels, whether motorized or not. For purposes of this Policy, unless otherwise specified, any use of the term Vehicle(s) shall be interpreted so as to include Commercial Vehicle(s), Vessel(s), and Recreational Vessel(s).
- C. *Vessel(s)*. Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- D. *Recreational Vehicle(s)*. A vehicle designed for recreational use, which includes motor homes, campers and trailers relative to same.
- E. *Parked*. A Vehicle, Vessel or Recreational Vehicle left unattended by its owner or user.

F. *Tow-Away Zone.* District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.

G. *Overnight.* Between the hours of 10:00 p.m. and 6:00 a.m. daily.

SECTION 3. DESIGNATED PARKING AREAS. On street parking is only authorized on the odd numbered side of the street (as indicated by address numbers). On street parking is expressly prohibited on the even numbered side of the street (as indicated by address numbers).

The even numbered side of the street (as indicated by address numbers) and those areas within the District's boundaries depicted in **Exhibit A**, which is incorporated herein by reference, are hereby established as "Tow-Away Zones" for all Vehicles, including Commercial Vehicles, Vessels, Recreational Vehicles as set forth in Sections 4 and 5 herein ("**Tow Away Zone**").

Additional overnight parking is permitted on certain District Property as identified on **Exhibit B** attached hereto ("**Overnight Parking Areas**"), with a pre-approved permit as set forth in this Policy.

SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES. Each area set forth in **Exhibit A** attached hereto is hereby declared a Tow Away Zone. In addition, any Vehicle which is parked in a manner which prevents or inhibits the ability of emergency response vehicles to navigate streets within the District are hereby authorized to be towed.

SECTION 5. EXCEPTIONS.

A. ON-STREET PARKING EXCEPTIONS. Abandoned and/or broken down Vehicles are not permitted to be parked on-street at any time and are subject to towing at the Owner's expense. Commercial Vehicles, Recreational Vehicles, and Vessels are not permitted to be parked on-street Overnight and shall be subject to towing at Owner's expense.

B. OVERNIGHT PARKING PERMITS. Residents may apply for an "Overnight Parking Permit" which will allow such resident and/or guest to park in the Overnight Parking Areas after-hours, and overnight. Overnight Parking Permit requests will be granted in accordance with the following:

1. Permits may not exceed seven (7) consecutive days. In no event may an Overnight Parking Permit be granted for more than fourteen (14) nights per calendar year for one Vehicle, as identified by the Vehicle's license plate number. Notwithstanding the foregoing, Overnight Parking Permits will not be issued for Vessels under any circumstances.

2. Residents and paid users interested in an Overnight Parking Permit may submit a request to the District Manager or his/her designee which includes the following information:

- (1) The name, address and contact information of the owner of the Vehicle to which the permit will be granted;
- (2) The make/model and license plate of the Vehicle to which the permit will apply;
- (3) The reason and special terms (if any) for the Overnight Parking Permit; and
- (4) The date and time of the expiration of the requested Overnight Parking Permit.

It is the responsibility of the person(s) requesting an Overnight Parking Permit to secure all necessary documentation and approvals. Failure to secure all necessary documentation and approvals will result in the towing and/or removal of the Vehicle from the District's Property. Improperly permitted Vehicles parked in the Tow Away Zones will be subject to towing.

3. Upon receipt of all requested documentation, as set forth above, the District Manager or his/her designee will issue an Overnight Parking Permit to the resident or paid user making the request. Overnight Parking Permits will be granted by way of written correspondence by the District Manager or his/her designee. **No verbal grants of authority will be issued or be held valid.**
4. The Overnight Parking Permit must be clearly displayed in the Vehicle windshield.

C. VENDORS/CONTRACTORS. The District Manager or his/her designee may authorize vendors/consultants in writing to park company Vehicles in order to facilitate District business. All Vehicles so authorized must be identified by an Overnight Parking Pass.

D. DELIVERY VEHICLES AND GOVERNMENTAL VEHICLES. Delivery Vehicles, including but not limited to, U.P.S., Fed Ex, moving company Vehicles, and lawn maintenance vendors may park on District Property while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also park on District Property while carrying out official duties.

Any Vehicle parked on District Property, including District roads, must do so in compliance with all laws, ordinances and codes.

SECTION 6. TOWING/REMOVAL PROCEDURES.

- A. SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District's Board of Supervisors and shall be posted on District Property in the manner set forth in Section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with Section 715.07, *Florida Statutes*.
- B. TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle, the District Manager or his/her designee must verify that the subject Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle was not authorized to park under this rule in the Overnight Parking Areas and then must contact a firm authorized by Florida law to tow/remove Commercial Vehicle, Vehicles, Vessels and Recreational Vehicles for the removal of such unauthorized vehicle at the owner's expense. The Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in Section 715.07, *Florida Statutes*. Notwithstanding the foregoing, a towing service retained by the District may tow/remove any vehicle parked in the Tow-Away Zone.
- C. AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

SECTION 7. PARKING AT YOUR OWN RISK. Vehicles, Vessels or Recreational Vehicles may be parked on District Property pursuant to this rule, provided, however, that the District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or to such Vehicles.

EXHIBIT A – *Tow Away Zone*

EXHIBIT B - *Map of Overnight Parking Areas*

Effective date: January 20, 2022

SECTION 2

**AGREEMENT BETWEEN THE HIGHLAND MEADOWS WEST COMMUNITY
DEVELOPMENT DISTRICT AND S&S TOWING & RECOVERY LLC
FOR TOWING SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2022 by and between:

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 (“**District**”); and

S&S TOWING & RECOVERY LLC, a Florida limited liability company, with a principal address of 29300 U.S. 27, Dundee, Florida 33838 (“**Contractor**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established for the purpose of financing, acquiring, constructing, operating and/or maintaining public infrastructure improvements; and

WHEREAS, the District has adopted that certain *Rules Relating to Overnight Parking and Traffic Enforcement*, a copy of which is attached hereto as **Exhibit A**, and as may be amended from time to time by the Board of Supervisors (“**Board**”) of the District (“**Parking Policies**”); and

WHEREAS, in accordance with Section 715.07, *Florida Statutes*, the District desires to engage an independent contractor to provide vehicle towing/removal services within the District in accordance with the Parking Policies (“**Services**”); and

WHEREAS, the Contractor desires to provide such Services for the District in accordance with Section 715.07, *Florida Statutes*, and other Florida law.

WHEREAS, the Contractor and the District accordingly desire to enter into this Agreement to provide for the rights, duties and obligations of the parties relative to same.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. DESCRIPTION OF WORK AND SERVICES. The District hereby authorizes the Contractor, and its employees and agents, to perform drive-by inspections and vehicle-towing/removal Services from the District property identified in **Exhibit A**. Contractor is also authorized to perform such Services when requested to do so by the District's designated representatives, who shall be the District Manager (currently Jill Burns), or his or her designee ("**District Representatives**"). All such Services shall be performed only at the times specified in the Parking Policies. Contractor shall also provide vehicle storage relative to any such vehicles towed from District property, all in accordance with the Parking Policies, Section 715.07, *Florida Statutes*, and any other applicable Florida law.

- A. Upon execution of this Agreement, Contractor shall, at its own cost and expense, procure and install the necessary signage as required by Section 715.07, *Florida Statutes*, which signage shall be installed a minimum of twenty-four (24) hours prior to commencement of any towing/removal services by the Contractor.
- B. Upon towing/removal of a vehicle, such vehicle shall be stored by the Contractor within a ten (10)-mile radius of the point of the removal and shall provide for public access to such storage facility as set forth in Section 715.07, *Florida Statutes*.
- C. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.

SECTION 3. COMPENSATION. The Contractor acknowledges and agrees that it is not receiving compensation from the District for the provision of the Services. Any compensation due and owing to the Contractor relative to this Agreement shall be remitted by the owner(s) of the towed/removed vehicles.

SECTION 4. EFFECTIVE DATE; TERM. This Agreement shall become effective on the date first written above and shall remain in effect unless terminated with written notice to the other party.

SECTION 5. INSURANCE.

- A. The Contractor shall, at its own expense, maintain insurance during the performance of the Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$3,000,000
<i>Property Damage (including contractual)</i>	\$3,000,000

Automobile Liability (if applicable)
Bodily Injury and Property Damage

\$3,000,000

- B. The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement prior to commencement of the Services.

SECTION 6. CARE OF PROPERTY; SOVEREIGN IMMUNITY.

- A. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor shall be solely for any damage to property, including vehicles, caused by the towing/removal and/or storage activities contemplated herein. Accordingly, Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its supervisors, officers, staff, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, paralegal fees and expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- C. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

SECTION 7. RECOVERY OF COSTS AND FEES. In the event the District is required to enforce this Agreement by court proceedings or otherwise, the District shall be entitled to recover from Contractor all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, expert witness fees and costs.

SECTION 8. DEFAULT. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which includes, but is not limited to, the rights of damages, injunctive relief, and specific performance.

SECTION 9. AMENDMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

SECTION 10. ASSIGNMENT. Neither the District nor Contractor may assign their rights, duties or obligations under this Agreement without the prior written approval of the other. Any purported assignment without said written authorization shall be void.

SECTION 11. NOTICES. All notices, requests, consents, and other communications hereunder (“Notices”) shall be in writing and shall be delivered, mailed by overnight courier or First Class Mail, postage prepaid, to the parties as follows:

A. If to the District: Highland Meadows West Community
Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: Jill Burns

With a copy to: KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303
Attn: Roy Van Wyk

B. If to Contractor: S&S Towing & Recovery LLC
29300 U.S. 27
Dundee, Florida 33838
Attn: David Santos

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Contractor may deliver Notice on behalf of the District and Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days’ written notice to the parties and addressees set forth herein.

SECTION 12. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Jill Burns (“Public Records Custodian”)**. Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with

the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which 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 the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, JBURNS@GMSCFL.COM, OR 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

SECTION 13. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Polk County, Florida.

SECTION 14. E-VERIFY. The Contractor shall comply with and perform all provisions of Section 448.095, Florida Statutes. Accordingly, as a condition precedent to entering into this Agreement, 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. 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 has registered with and uses the E-Verify system and 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. Any party may terminate this Agreement or any subcontract hereunder if there is a good faith belief on the part of the terminating party that a contracting party has knowingly violated Section 448.09(1), Florida Statutes. Upon such termination, Contractor shall be liable for any additional costs incurred by the District as a result of the termination. In the event that the District has a good faith belief that a subcontractor has 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.

SECTION 15. FOREIGN INFLUENCE. Contractor understands that under Section 286.101, Florida Statutes, that Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

SECTION 16. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 17. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

SECTION 19. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 20. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

{SIGNATURE PAGE FOLLOWS}

IN WITNESS WHEREOF, the parties execute this Agreement effective as of the day and year first written above.

ATTEST:

**HIGHLAND MEADOWS WEST
COMMUNITY
DEVELOPMENT DISTRICT**

Print Name:_____

Chairperson, Board of Supervisors

WITNESS:

**S&S TOWING & RECOVERY LLC, a Florida
limited liability company**

Print Name:_____

By: David Santos
Its: Manager

Exhibit A: Parking Policies

EXHIBIT A

Parking Policies

HIGHLAND MEADOWS WEST COMMUNITY DEVELOPMENT DISTRICT
RULES RELATING TO OVERNIGHT PARKING AND PARKING ENFORCEMENT

In accordance with Chapter 190, *Florida Statutes*, and on January 20, 2022 at a duly noticed public meeting, the Board of Supervisors of the Highland Meadows West Community Development District (“District”) adopted the following policy to govern parking and parking enforcement on certain District Property. This policy repeals and supersedes all prior rules and/or policies governing the same subject matter.

SECTION 1. INTRODUCTION. The District finds that parked Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles (hereinafter defined) on certain of its property (hereinafter defined) cause hazards and danger to the health, safety and welfare of District residents, paid users and the public. This policy is intended to provide the District’s residents and paid users with a means to park Vehicles on-street in certain designated parking areas as well as to allow additional parking for Vehicles and overnight guests in the District’s Overnight Parking Areas and remove such Commercial Vehicles, Vehicles, Vessels and Recreational Vehicles from District designated Tow-Away Zones consistent with this Policy and as indicated on **Exhibit A** attached hereto and incorporated herein by reference. This Policy authorizes additional overnight parking in designated areas, which areas are identified in **Exhibit B** attached hereto, subject to obtaining an Overnight Parking Permit.

SECTION 2. DEFINITIONS.

- A. *Commercial Vehicle(s)*. Any mobile item which normally uses wheels, whether motorized or not, that (i) is titled, registered or leased to a company and not an individual person, or (ii) is used for business purposes even if titled, registered or leased to an individual person.
- B. *Vehicle(s)*. Any mobile item which normally uses wheels, whether motorized or not. For purposes of this Policy, unless otherwise specified, any use of the term Vehicle(s) shall be interpreted so as to include Commercial Vehicle(s), Vessel(s), and Recreational Vessel(s).
- C. *Vessel(s)*. Every description of watercraft, barge, or airboat used or capable of being used as a means of transportation on water.
- D. *Recreational Vehicle(s)*. A vehicle designed for recreational use, which includes motor homes, campers and trailers relative to same.
- E. *Parked*. A Vehicle, Vessel or Recreational Vehicle left unattended by its owner or user.

F. *Tow-Away Zone.* District property in which parking is prohibited and in which the District is authorized to initiate a towing and/or removal action.

G. *Overnight.* Between the hours of 10:00 p.m. and 6:00 a.m. daily.

SECTION 3. DESIGNATED PARKING AREAS. On street parking is only authorized on the odd numbered side of the street (as indicated by address numbers). On street parking is expressly prohibited on the even numbered side of the street (as indicated by address numbers).

The even numbered side of the street (as indicated by address numbers) and those areas within the District's boundaries depicted in **Exhibit A**, which is incorporated herein by reference, are hereby established as "Tow-Away Zones" for all Vehicles, including Commercial Vehicles, Vessels, Recreational Vehicles as set forth in Sections 4 and 5 herein ("**Tow Away Zone**").

Additional overnight parking is permitted on certain District Property as identified on **Exhibit B** attached hereto ("**Overnight Parking Areas**"), with a pre-approved permit as set forth in this Policy.

SECTION 4. ESTABLISHMENT OF TOW-AWAY ZONES. Each area set forth in **Exhibit A** attached hereto is hereby declared a Tow Away Zone. In addition, any Vehicle which is parked in a manner which prevents or inhibits the ability of emergency response vehicles to navigate streets within the District are hereby authorized to be towed.

SECTION 5. EXCEPTIONS.

A. ON-STREET PARKING EXCEPTIONS. Abandoned and/or broken down Vehicles are not permitted to be parked on-street at any time and are subject to towing at the Owner's expense. Commercial Vehicles, Recreational Vehicles, and Vessels are not permitted to be parked on-street Overnight and shall be subject to towing at Owner's expense.

B. OVERNIGHT PARKING PERMITS. Residents may apply for an "Overnight Parking Permit" which will allow such resident and/or guest to park in the Overnight Parking Areas after-hours, and overnight. Overnight Parking Permit requests will be granted in accordance with the following:

1. Permits may not exceed seven (7) consecutive days. In no event may an Overnight Parking Permit be granted for more than fourteen (14) nights per calendar year for one Vehicle, as identified by the Vehicle's license plate number. Notwithstanding the foregoing, Overnight Parking Permits will not be issued for Vessels under any circumstances.

2. Residents and paid users interested in an Overnight Parking Permit may submit a request to the District Manager or his/her designee which includes the following information:

- (1) The name, address and contact information of the owner of the Vehicle to which the permit will be granted;
- (2) The make/model and license plate of the Vehicle to which the permit will apply;
- (3) The reason and special terms (if any) for the Overnight Parking Permit; and
- (4) The date and time of the expiration of the requested Overnight Parking Permit.

It is the responsibility of the person(s) requesting an Overnight Parking Permit to secure all necessary documentation and approvals. Failure to secure all necessary documentation and approvals will result in the towing and/or removal of the Vehicle from the District's Property. Improperly permitted Vehicles parked in the Tow Away Zones will be subject to towing.

3. Upon receipt of all requested documentation, as set forth above, the District Manager or his/her designee will issue an Overnight Parking Permit to the resident or paid user making the request. Overnight Parking Permits will be granted by way of written correspondence by the District Manager or his/her designee. **No verbal grants of authority will be issued or be held valid.**
4. The Overnight Parking Permit must be clearly displayed in the Vehicle windshield.

C. VENDORS/CONTRACTORS. The District Manager or his/her designee may authorize vendors/consultants in writing to park company Vehicles in order to facilitate District business. All Vehicles so authorized must be identified by an Overnight Parking Pass.

D. DELIVERY VEHICLES AND GOVERNMENTAL VEHICLES. Delivery Vehicles, including but not limited to, U.P.S., Fed Ex, moving company Vehicles, and lawn maintenance vendors may park on District Property while actively engaged in the operation of such businesses. Vehicles owned and operated by any governmental unit may also park on District Property while carrying out official duties.

Any Vehicle parked on District Property, including District roads, must do so in compliance with all laws, ordinances and codes.

SECTION 6. TOWING/REMOVAL PROCEDURES.

- A. SIGNAGE AND LANGUAGE REQUIREMENTS.** Notice of the Tow-Away Zones shall be approved by the District's Board of Supervisors and shall be posted on District Property in the manner set forth in Section 715.07, *Florida Statutes*. Such signage is to be placed in conspicuous locations, in accordance with Section 715.07, *Florida Statutes*.
- B. TOWING/REMOVAL AUTHORITY.** To effect towing/removal of a Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle, the District Manager or his/her designee must verify that the subject Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle was not authorized to park under this rule in the Overnight Parking Areas and then must contact a firm authorized by Florida law to tow/remove Commercial Vehicle, Vehicles, Vessels and Recreational Vehicles for the removal of such unauthorized vehicle at the owner's expense. The Commercial Vehicle, Vehicle, Vessel or Recreational Vehicle shall be towed/removed by the firm in accordance with Florida law, specifically the provisions set forth in Section 715.07, *Florida Statutes*. Notwithstanding the foregoing, a towing service retained by the District may tow/remove any vehicle parked in the Tow-Away Zone.
- C. AGREEMENT WITH AUTHORIZED TOWING SERVICE.** The District's Board of Supervisors is hereby authorized to enter into and maintain an agreement with a firm authorized by Florida law to tow/remove unauthorized vehicles and in accordance with Florida law and with the policies set forth herein.

SECTION 7. PARKING AT YOUR OWN RISK. Vehicles, Vessels or Recreational Vehicles may be parked on District Property pursuant to this rule, provided, however, that the District assumes no liability for any theft, vandalism and/or damage that might occur to personal property and/or to such Vehicles.

EXHIBIT A – *Tow Away Zone*

EXHIBIT B - *Map of Overnight Parking Areas*

Effective date: January 20, 2022

SECTION VI



Marsha M. Faux, CFA, ASA
POLK COUNTY PROPERTY APPRAISER
2022 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](#).

As of July 1, 2021, the Florida Public Records Exemptions Statute was amended as it relates to the publicly available records maintained by the county property appraiser and tax collector. As a result, exempt (aka confidential) parcels and accounts have been added back to our website and FTP data files. No owner names, mailing addresses, or official records (OR) books and pages of recorded documents related to these parcels/accounts, appear on the Property Appraiser’s website or in FTP data files. In addition, the Polk County Property Appraiser’s mapping site has been modified to accommodate the statutory change. See Senate Bill 781 for additional information.

For the purposes of this Agreement, all data is provided. It is the responsibility of the agency to apply all statutory guidelines relative to confidentiality.

The confidentiality of personal identifying information including: names, mailing address and OR Book and Pages owned by individuals that have received exempt / confidential status, hereinafter referred to as “**confidential data**,” **will be protected as follows:**

1. The **agency** will not release **confidential data** that may reveal identifying information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the **confidential data** in the results of data analysis (including maps) in any manner that would reveal personal identifying 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 data** is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to **confidential data** 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 information is released.

The term of this Agreement shall commence on **January 1, 2022** and shall run until **December 31, 2022**, 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

HIGHLAND MEADOWS WEST CDD

Signature: 

Signature: _____

Print: Marsha M. Faux CFA, ASA

Print: _____

Title: Polk County Property Appraiser

Title: _____

Date: December 1, 2021

Date: _____

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

SECTION VII

CONTRACT AGREEMENT

This Agreement made and entered into on Friday, December 03, 2021 by and between the Highland 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 2022 tax year assessment roll, the Property Appraiser will include on the assessment rolls such special assessments as are certified to her by the Highland Meadows West Community Development District.
3. The term of this Agreement shall commence on January 1, 2022 or the date signed below, whichever is later, and shall run until December 31, 2022, 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 2022 TRIM Notice, the Special District shall provide **proposed assessments no later than Friday, July 15, 2022**. 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 Thursday, September 15, 2022**. 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 2022 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 2022 tax roll. For the TRIM Notice, the Property Appraiser will require **payment on or before Thursday, September 15, 2022** 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:

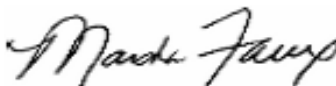
Special District Representative

Print name

Title

Date

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



Marsha M. Faux, Property Appraiser

SECTION VIII

SECTION C

Highland Meadows West CDD

Field Management Report



January 20th, 2022

Clayton Smith

Field Services Manager

GMS

Complete

Landscape Review and General Maint

- ✚ Playground inspections completed.
- ✚ Review and monitor site with landscaper.
- ✚ Leaning street lights off Lassen street were fixed.



In Progress

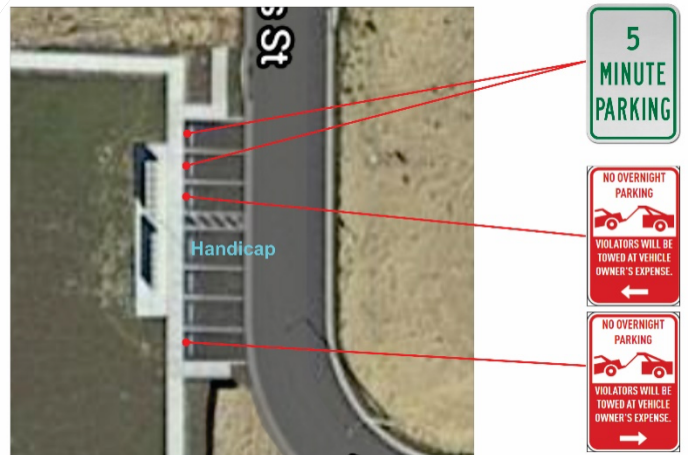
New Dog Park

- ✚ Proposal and planning for addition of dog park area elements.



Parking Signs

- ✚ Signs were ordered for playground and mailbox parking area off Tortugas St.
- ✚ Installation is being scheduled once they arrive.



Site Items

Sidewalk Damage

- Monitoring site for Broken sidewalks from construction.



Sod Gaps

- Working on solution to Sod gaps near Denali St.



Upcoming

Lighting Options for Trail

- Assembling proposals for alternative lighting options for Tortugas St. playground path.



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

Highland Meadows West Community Development District

Summary of Checks

November 16, 2021 to January 12, 2022

Bank	Date	Check No.'s	Amount
General Fund	11/16/21	289-292	\$ 18,935.68
	11/30/21	293-296	\$ 800.00
	12/3/21	297	\$ 8,279.00
	12/17/21	298-300	\$ 9,846.66
	12/27/21	301	\$ 330,319.66
	1/4/22	302-303	\$ 2,685.00
			<hr/> \$ 370,866.00
			<hr/> \$ 370,866.00

AP300R		YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER						RUN 1/13/22		PAGE 2	
*** CHECK DATES 11/16/2021 - 01/12/2022 ***		GENERAL FUND									
		BANK A HIGHLAND MEADOW WEST									
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME		STATUS	AMOUNT	.....CHECK..... AMOUNT	#	
12/03/21	00039	10/11/21 11203 FY22 SER20-A2 FR#1	202111 300-20700-10000			*	8,279.00				
STEWART & ASSOCIATES PROPERTY SVCS								8,279.00	000297		
12/17/21	00001	12/01/21 106 MANAGEMENT FEES DEC21	202112 310-51300-34000			*	3,004.17				
		12/01/21 106 WEBSITE ADMIN DEC21	202112 310-51300-35200			*	100.00				
		12/01/21 106 INFORMATION TECH DEC21	202112 310-51300-35100			*	150.00				
		12/01/21 106 DISSEMINATION SVCS DEC21	202112 310-51300-31300			*	833.33				
		12/01/21 106 OFFICE SUPPLIES	202112 310-51300-51000			*	2.74				
		12/01/21 106 POSTAGE	202112 310-51300-42000			*	4.24				
		12/01/21 106 COPIES	202112 310-51300-42500			*	8.85				
		12/01/21 107 FIELD MANAGEMENT DEC21	202112 320-53800-12000			*	625.00				
GOVERNMENTAL MANAGEMENT SERVICES								4,728.33	000298		
12/17/21	00036	12/06/21 766 GENERAL COUNSEL NOV21	202111 310-51300-31500			*	839.66				
KE LAW GROUP, PLLC								839.66	000299		
12/17/21	00026	12/01/21 4962 LANDSCAPE MAINTENAN DEC21	202112 320-53800-46200			*	4,278.67				
PRINCE & SONS INC.								4,278.67	000300		
12/27/21	00024	12/27/21 12272021 FY22 DEBT ASSESS-SER19	202112 300-20700-10200			*	198,789.66				
		12/27/21 12272021 FY22 DEBT ASSESS-SER20A2	202112 300-20700-10200			*	97,152.84				
		12/27/21 12272021 FY22 DEBT ASSESS-SER20A3	202112 300-20700-10200			*	34,377.16				
HIGHLAND MEADOWS WEST CDD C/O								330,319.66	000301		
1/04/22	00037	12/10/21 2052123 GNR ENGINEERING SVC 11/21	202111 310-51300-31100			*	255.00				
DEWBERRY ENGINEERS, INC								255.00	000302		
1/04/22	00001	11/30/21 108 STORM DRAIN CLEAN NOV21	202111 330-53800-54000			*	2,010.00				
		11/30/21 109 GENERAL MAINTENANCE NOV21	202111 330-53800-54000			*	420.00				
GOVERNMENTAL MANAGEMENT SERVICES								2,430.00	000303		
TOTAL FOR BANK A							370,866.00				
HIMW --HIGH WEST-- KCOSTA											

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
TOTAL FOR REGISTER						370,866.00	

HIMW --HIGH WEST-- KCOSTA

SECTION 2

Highland Meadows West
Community Development District

Unaudited Financial Reporting
November 30, 2021



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2-3	General Fund
4	Debt Service Fund Series 2019
5	Debt Service Fund Series 2020 A2
6	Debt Service Fund Series 2020 A3
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Highland Meadows West

Community Development District

Combined Balance Sheet

November 30, 2021

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:				
<u>Cash:</u>				
Operating Account	\$ 59,235	\$ -	\$ -	\$ 59,235
<u>Investments:</u>				
<u>Series 2019</u>				
Reserve	\$ -	\$ 160,125	\$ -	\$ 160,125
Revenue	\$ -	\$ 13,463	\$ -	\$ 13,463
Prepayment	\$ -	\$ 1,033	\$ -	\$ 1,033
Construction	\$ -	\$ -	\$ 1	\$ 1
<u>Series 2020A2</u>				
Reserve	\$ -	\$ 157,456	\$ -	\$ 157,456
Revenue	\$ -	\$ 7,785	\$ -	\$ 7,785
Construction	\$ -	\$ -	\$ 0	\$ 0
<u>Series 2020A3</u>				
Reserve	\$ -	\$ 55,772	\$ -	\$ 55,772
Revenue	\$ -	\$ 3,100	\$ -	\$ 3,100
Construction	\$ -	\$ -	\$ 4,215	\$ 4,215
Due from Debt Service	\$ 5,763	\$ -	\$ -	\$ 5,763
Due from General Fund	\$ -	\$ 6,133	\$ -	\$ 6,133
Prepaid Expenses	\$ 3,938	\$ 5,763	\$ -	\$ 9,701
Total Assets	\$ 68,935	\$ 410,629	\$ 4,216	\$ 483,780
Liabilities:				
Accounts Payable	\$ 11,804	\$ -	\$ -	\$ 11,804
Due to Debt Service	\$ 6,133	\$ -	\$ -	\$ 6,133
Due to General Fund	\$ -	\$ 5,763	\$ -	\$ 5,763
Total Liabilities	\$ 17,937	\$ 5,763	\$ -	\$ 23,699
Fund Balance:				
Nonspendable:				
Prepaid Items	\$ 3,938	\$ -	\$ -	\$ 3,938
Restricted for:				
Debt Service - Series 2019	\$ -	\$ 178,311	\$ -	\$ 178,311
Debt Service - Series 2020A2	\$ -	\$ 167,045	\$ -	\$ 167,045
Debt Service - Series 2020A3	\$ -	\$ 59,510	\$ -	\$ 59,510
Capital Projects - Series 2019	\$ -	\$ -	\$ 1	\$ 1
Capital Projects - Series 2020A2	\$ -	\$ -	\$ 0	\$ 0
Capital Projects - Series 2020A3	\$ -	\$ -	\$ 4,215	\$ 4,215
Unassigned	\$ 47,061	\$ -	\$ -	\$ 47,061
Total Fund Balances	\$ 50,999	\$ 404,866	\$ 4,216	\$ 460,081
Total Liabilities & Fund Balance	\$ 68,935	\$ 410,629	\$ 4,216	\$ 483,780

Highland Meadows West

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/21	Thru 11/30/21	Variance

Revenues:

Assessments - Tax Roll	\$ 366,228	\$ 4,191	\$ 4,191	\$ -
Total Revenues	\$ 366,228	\$ 4,191	\$ 4,191	\$ -

Expenditures:

General & Administrative:

Supervisor Fees	\$ 12,000	\$ 2,000	\$ 800	\$ 1,200
Engineering	\$ 20,000	\$ 3,333	\$ 255	\$ 3,078
District Counsel	\$ 20,000	\$ 3,333	\$ 916	\$ 2,418
Annual Audit	\$ 6,000	\$ -	\$ -	\$ -
Assessment Administration	\$ 5,000	\$ 5,000	\$ 5,000	\$ -
Arbitrage	\$ 900	\$ -	\$ -	\$ -
Dissemination	\$ 10,000	\$ 1,667	\$ 1,667	\$ 0
Trustee Fees	\$ 7,147	\$ 5,150	\$ 5,150	\$ -
Management Fees	\$ 36,050	\$ 6,008	\$ 6,008	\$ (0)
Information Technology	\$ 1,800	\$ 300	\$ 300	\$ -
Website Maintenance	\$ 1,200	\$ 200	\$ 200	\$ -
Telephone	\$ 250	\$ 42	\$ -	\$ 42
Postage & Delivery	\$ 500	\$ 83	\$ 20	\$ 64
Office Supplies	\$ 1,000	\$ 167	\$ 1	\$ 166
Printing & Binding	\$ 1,000	\$ 167	\$ -	\$ 167
Insurance	\$ 5,700	\$ 5,700	\$ 5,570	\$ 130
Legal Advertising	\$ 10,000	\$ 1,667	\$ -	\$ 1,667
Other Current Charges	\$ 2,500	\$ 417	\$ 81	\$ 336
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Subtotal General & Administrative	\$ 141,222	\$ 35,408	\$ 26,142	\$ 9,266

Highland Meadows West

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/21	Thru 11/30/21	Variance
<u>Operations & Maintenance</u>				
Field Expenditures				
Property Insurance	\$ 6,000	\$ 6,000	\$ 1,838	\$ 4,162
Field Management	\$ 7,500	\$ 1,250	\$ 1,250	\$ -
Interlocal Amenity Agreement	\$ 77,147	\$ -	\$ -	\$ -
Playground Lease	\$ 30,000	\$ 5,000	\$ 4,956	\$ 44
Landscape Maintenance	\$ 51,334	\$ 8,556	\$ 8,557	\$ (2)
Landscape Replacement	\$ 7,500	\$ 1,250	\$ -	\$ 1,250
Streetlights	\$ 18,000	\$ 3,000	\$ 2,070	\$ 930
Electric	\$ 3,600	\$ 600	\$ 474	\$ 126
Water & Sewer	\$ 1,000	\$ 167	\$ -	\$ 167
Irrigation Repairs	\$ 3,500	\$ 583	\$ -	\$ 583
General Repairs & Maintenance	\$ 9,000	\$ 1,500	\$ 2,430	\$ (930)
Contingency	\$ 5,425	\$ 904	\$ 160	\$ 744
Subtotal Operations & Maintenance	\$ 220,006	\$ 28,810	\$ 21,735	\$ 7,075
Total Expenditures	\$ 361,228	\$ 64,218	\$ 47,877	\$ 16,340
Excess (Deficiency) of Revenues over Expenditures	\$ 5,000	\$ (60,027)	\$ (43,686)	\$ (16,340)
<u>Other Financing Sources/(Uses):</u>				
Transfer In/(Out) - Capital Reserves	\$ (5,000)	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ (5,000)	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ -		\$ (43,686)	
Fund Balance - Beginning	\$ -		\$ 94,685	
Fund Balance - Ending	\$ -		\$ 50,999	

Highland Meadows West

Community Development District

Debt Service Fund Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/21	Thru 11/30/21	Variance
Revenues:				
Assessments	\$ 322,524	\$ 3,691	\$ 3,691	\$ -
Interest Income	\$ -	\$ -	\$ 4	\$ 4
Total Revenues	\$ 322,524	\$ 3,691	\$ 3,695	\$ 4
Expenditures:				
Interest - 11/1	\$ 116,519	\$ 116,519	\$ 116,519	\$ -
Principal - 11/1	\$ 85,000	\$ 85,000	\$ 85,000	\$ -
Interest - 5/1	\$ 114,819	\$ -	\$ -	\$ -
Total Expenditures	\$ 316,338	\$ 201,519	\$ 201,519	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 6,187	\$ (197,828)	\$ (197,824)	\$ 4
Fund Balance - Beginning	\$ 216,005		\$ 376,135	
Fund Balance - Ending	\$ 222,191		\$ 178,311	

Highland Meadows West

Community Development District

Debt Service Fund Series 2020 A2

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/21	Thru 11/30/21	Variance
Revenues:				
Assessments	\$ 157,625	\$ 1,804	\$ 1,804	\$ -
Interest Income	\$ -	\$ -	\$ 2	\$ 2
Total Revenues	\$ 157,625	\$ 1,804	\$ 1,806	\$ 2
Expenditures:				
Interest - 11/1	\$ 49,950	\$ 49,950	\$ 49,950	\$ -
Principal - 5/1	\$ 55,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 49,950	\$ -	\$ -	\$ -
Total Expenditures	\$ 154,900	\$ 49,950	\$ 49,950	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 2,725	\$ (48,146)	\$ (48,144)	\$ 2
Fund Balance - Beginning	\$ 57,730		\$ 215,189	
Fund Balance - Ending	\$ 60,455		\$ 167,045	

Highland Meadows West

Community Development District

Debt Service Fund Series 2020 A3

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/21	Thru 11/30/21	Variance
Revenues:				
Assessments	\$ 55,775	\$ 638	\$ 638	\$ -
Interest Income	\$ -	\$ -	\$ 1	\$ 1
Total Revenues	\$ 55,775	\$ 638	\$ 639	\$ 1
Expenditures:				
Interest - 11/1	\$ 17,209	\$ 17,209	\$ 17,209	\$ -
Principal - 5/1	\$ 20,000	\$ -	\$ -	\$ -
Interest - 5/1	\$ 17,209	\$ -	\$ -	\$ -
Total Expenditures	\$ 54,419	\$ 17,209	\$ 17,209	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ 1,356	\$ (16,571)	\$ (16,570)	\$ 1
Fund Balance - Beginning	\$ 20,308		\$ 76,081	
Fund Balance - Ending	\$ 21,664		\$ 59,510	

Highland Meadows West

Community Development District

Capital Projects Fund Series 2019

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/21	Thru 11/30/21	Variance
Revenues				
Developer Contribution	\$ -	\$ -	\$ 4,436	\$ 4,436
Total Revenues	\$ -	\$ -	\$ 4,436	\$ 4,436
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 4,436	\$ (4,436)
Total Expenditures	\$ -	\$ -	\$ 4,436	\$ (4,436)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ -	\$ 8,873
Fund Balance - Beginning	\$ -		\$ 1	
Fund Balance - Ending	\$ -		\$ 1	

Highland Meadows West

Community Development District

Capital Projects Fund Series 2020

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/21	Thru 11/30/21	Variance
Revenues				
Developer Contribution	\$ -	\$ -	\$ 8,279	\$ 8,279
Total Revenues	\$ -	\$ -	\$ 8,279	\$ 8,279
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ 8,279	\$ (8,279)
Total Expenditures	\$ -	\$ -	\$ 8,279	\$ (8,279)
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ -	\$ 16,558
Fund Balance - Beginning	\$ -		\$ 0	
Fund Balance - Ending	\$ -		\$ 0	

Highland Meadows West

Community Development District

Capital Projects Fund Series 2021

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending November 30, 2021

	Adopted	Prorated Budget	Actual	
	Budget	Thru 11/30/21	Thru 11/30/21	Variance
Revenues				
Interest Income	\$ -	\$ -	\$ 0	\$ 0
Total Revenues	\$ -	\$ -	\$ 0	\$ 0
Expenditures:				
Capital Outlay	\$ -	\$ -	\$ -	\$ -
Total Expenditures	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ -	\$ -	\$ 0	\$ 0
Fund Balance - Beginning	\$ -		\$ 4,215	
Fund Balance - Ending	\$ -		\$ 4,215	

Highland Meadows West
Community Development District
Month to Month

	Oct		Nov		Dec		Jan		Feb		March		April		May		June		July		Aug		Sept		Total	
Revenues:																										
Assessments - Tax Roll	\$	-	\$	4,191	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	4,191
Total Revenues	\$	-	\$	4,191	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	4,191
Expenditures:																										
<i>General & Administrative:</i>																										
Supervisor Fees	\$	-	\$	800	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	800
Engineering	\$	-	\$	255	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	255
District Counsel	\$	76	\$	840	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	916
Annual Audit	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Assessment Administration	\$	5,000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	5,000
Arbitrage	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Dissemination	\$	833	\$	833	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1,667
Trustee Fees	\$	5,150	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	5,150
Management Fees	\$	3,004	\$	3,004	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	6,008
Information Technology	\$	150	\$	150	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	300
Website Maintenance	\$	100	\$	100	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	200
Telephone	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Postage & Delivery	\$	12	\$	7	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	20
Office Supplies	\$	1	\$	0	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	1
Printing & Binding	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Insurance	\$	5,570	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	5,570
Legal Advertising	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Other Current Charges	\$	51	\$	31	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	81
Dues, Licenses & Subscriptions	\$	175	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	175
Total General & Administrative	\$	20,121	\$	6,021	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	26,142

Highland Meadows West
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
<u>Operations & Maintenance</u>													
Field Expenditures													
Property Insurance	\$ 1,838	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,838
Field Management	\$ 625	\$ 625	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,250
Interlocal Amenity Agreement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Playground Lease	\$ 2,478	\$ 2,478	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	4,956
Landscape Maintenance	\$ 4,279	\$ 4,279	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	8,557
Landscape Replacement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Streetlights	\$ 1,381	\$ 689	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,070
Electric	\$ 307	\$ 167	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	474
Water & Sewer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Repairs & Maintenance	\$ -	\$ 2,430	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	2,430
Contingency	\$ -	\$ 160	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	160
Total Operations & Maintenance	\$ 10,907	\$ 10,828	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	21,735
Total Expenditures	\$ 31,029	\$ 16,849	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	47,877
Excess (Deficiency) of Revenues over Expenditures	\$ (31,029)	\$ (12,658)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(43,686)
Other Financing Sources/Uses:													
Transfer In/(Out) - Capital Reserves	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Other Financing Sources/Uses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Net Change in Fund Balance	\$ (31,029)	\$ (12,658)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	(43,686)

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	50% MAXIMUM ANNUAL DEBT SERVICE	
RESERVE FUND REQUIREMENT	\$160,125	
RESERVE FUND BALANCE	\$160,125	
BONDS OUTSTANDING - 04/25/19		\$6,385,000
LESS: SPECIAL CALL - 05/01/20		(\$500,000)
LESS: SPECIAL CALL - 08/01/20		(\$885,000)
LESS: PRINCIPAL PAYMENT - 11/01/20		(\$105,000)
LESS: SPECIAL CALL - 11/01/20		(\$30,000)
LESS: PRINCIPAL PAYMENT - 11/01/21		(\$85,000)
CURRENT BONDS OUTSTANDING		\$4,780,000

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
LESS: PRINCIPAL PAYMENT - 05/01/21		(\$55,000)
CURRENT BONDS OUTSTANDING		\$2,715,000

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
LESS: PRINCIPAL PAYMENT - 05/01/21		(\$20,000)
CURRENT BONDS OUTSTANDING		\$935,000

Highland Meadows West
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2022

Gross Assessments	\$	393,795.48	\$	346,800.16	\$	169,488.80	\$	59,972.96	\$	970,057.40
Net Assessments	\$	366,229.80	\$	322,524.15	\$	157,624.58	\$	55,774.85	\$	902,153.38

ON ROLL ASSESSMENTS

40.60%	35.75%	17.47%	6.18%	100.00%
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<i>Date</i>	<i>Distribution</i>	<i>Gross Amount</i>	<i>Discount/Penalty</i>	<i>Commission</i>	<i>Interest</i>	<i>Net Receipts</i>	<i>O&M Portion</i>	<i>2019 Debt Service</i>	<i>2020 A-2 Debt Service</i>	<i>2020 A-3 Debt Service</i>	<i>Total</i>
11/19/21	ACH	\$4,389.40	(\$175.56)	(\$84.28)	\$0.00	\$4,129.56	\$1,676.39	\$1,476.34	\$721.52	\$255.31	\$4,129.56
11/30/21	ACH	\$6,584.10	(\$263.36)	(\$126.41)	\$0.00	\$6,194.33	\$2,514.59	\$2,214.50	\$1,082.28	\$382.96	\$6,194.33
TOTAL	\$	10,973.50	\$ (438.92)	\$ (210.69)	\$ -	\$ 10,323.89	\$ 4,190.98	\$ 3,690.84	\$ 1,803.80	\$ 638.27	\$ 10,323.89

1%	Net Percent Collected
\$ 891,829.49	Balance Remaining to Collect