

***Highland Meadows
Community Development District***

Agenda

December 8, 2023

AGENDA

Highland Meadows

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

December 1, 2023

**Continued Board of Supervisors
Highland Meadows
Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of the **Highland Meadows Community Development District** will be held **Friday, December 8, 2023**, at **2:00 PM** at the **Lake Alfred Public Library, 245 N. Seminole Ave., Lake Alfred, FL 33850**.

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/88993845796>

Call-In Information: 1-646-931-3860 Meeting ID: 889 9384 5796

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Consideration of Resolution 2024-01 Use of Electronic Signatures
4. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager's Report
 - i. Consideration of Proposals to Repair Perimeter Wall
 - a. Signature Privacy Walls of Florida
 - b. Midstate Drainage & Structural Repair
 - c. Governmental Management Services
 - D. District Manager's Report
5. Other Business
6. Supervisors Requests
7. Adjournment

SECTION IV

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR AND AUTHORIZING THE USE OF ELECTRONIC DOCUMENTS AND SIGNATURES; ADOPTING AND IMPLEMENTING ELECTRONIC DOCUMENT CONTROL PROCESSES AND PROCEDURES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE

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

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure; and

WHEREAS, Chapter 190, *Florida Statutes* authorizes the District Board of Supervisors, to enter into various contracts for the purposes set forth therein; and

WHEREAS, the District Board of Supervisors finds that it is the interest of the District and its residents to reduce waste, costs, and to enhance services; and

WHEREAS, the District Board of Supervisors recognizes that the Florida Legislature, through the passage of the Electronic Signature Act of 1996, codified in Chapter 668, *Florida Statutes* (“Act”), intended to, among other goals, facilitate economic development and efficient delivery of government services by means of reliable electronic messages and foster the development of electronic commerce through the use of electronic signatures to lend authenticity and integrity to writings in any electronic medium; and

WHEREAS, the District Board of Supervisors wishes to further these goals through the use of electronic documents and signatures.

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

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

SECTION 2. FORCE AND EFFECT OF ELECTRONIC DOCUMENTS AND SIGNATURES. Unless otherwise provided by law, electronic documents and signatures submitted to and on behalf of the District may be used for all purposes and shall have the same force and effect as printed documents and manual signatures.

SECTION 3. AUTHORIZING UTILIZATION OF ELECTRONIC SIGNATURES AND DOCUMENTS. All contractors and personnel associated with the District are hereby authorized and encouraged to utilize electronic documents and signatures when reasonably practicable and as permitted by law. The District Manager is authorized and directed to obtain the provision of electronic document services or platforms offered by nationally recognized third party vendors that increase the efficiency of the District’s operations.

SECTION 4. CONTROLS PROCESSES AND PROCEDURES. The District Board of Supervisors hereby authorizes and directs the District Manager to create and implement control processes and procedures consistent with Florida Law to ensure adequate integrity, security, confidentiality, and auditability of all transactions conducted using electronic commerce.

SECTION 5. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this ____ day of _____ 2023.

ATTEST:

**HIGHLAND MEADOWS
COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair

SECTION V

SECTION C

SECTION 1

SECTION a.



Proposal # 3004

5217 Macoso Court
New Port Richey, Florida 34655
Ph (727)271-4946
Fax (727)264-8736
signatureprivacywalls@gmail.com
DATE: 10/27/2023
BID EXPIRES 30 DAYS FROM ABOVE
DATE

SOLD TO: Governmental Management Service PROJECT: Highland Meadows-
219 E Livingston St. Wall Repair - N 10th St. Davenport, FL
Orlando, FL 32801

Email: jblanco@gmscfl.com PH: (786) 238-9473

Table with 1 column and 2 rows. Row 1: Scope of work: To take out and dispose 28 LF of damaged masonry wall, install new foundation, install blocks, apply stucco, and install top Styrofoam wall cap, paint new section of wall. Row 2: Notes: engineering, permit and permit processing fees included in the price. MOT permit if needed not included in the price. Un upfront deposit required- 50 % of contract

Price \$29,500.00

Additional options (if needed only)

TERMS OF PAYMENT: NET 30 FROM THE DATE OF COMPLETION OF WORK
Note: This proposal is based on estimated quantity (LF). Actual LF Installed will be billed. Signature Privacy Walls is not responsible for any soli work after wall installation. Signature Privacy Wall is not responsible for any damage to sidewalk, landscaping, sod, driveways, etc. that might occur during the installation process.

Seller: Signature Privacy Walls of FL, Inc. Buyer: Governmental Management Service

Rasima Crnjac (Signature & Title)
Date Accepted:

SECTION b.



Prepared for:

Government Management Service

Joel Blanco

1008 Highland Meadows St

Davenport, FL 33837

(786) 238-9473 | jblanco@gmscfl.com



Evaluated on:

Friday, November 24, 2023

Evaluated By:

Ben Williams

(813) 848-9399 | ben@midstatedrainage.com

Midstate Drainage & Structural Repairs

13618 McIntosh Rd

Thonotosassa, FL 33592

Main (833) 543-8352

www.Midstatedrainage.com

License #CBC1264339

Scope of Work

We would like to thank you for giving us the opportunity to earn your business. Our belief is to approach projects using a comprehensive plan that corrects the source of the problems and the symptoms they have caused. This method provides a quality solution that lasts much longer than addressing only portions of the issues.

After performing a thorough examination of your property, we have prepared the following estimate and diagram to meet the needs of your project. We believe this will provide a detailed explanation of our solution as well as the associated costs.

Section 1

Custom/Structural

Product	Quantity
Custom <i>Custom</i>	1

Scope of Work

OPTION #1

- Wall will be demolished as needed to remove all damaged block.
- Block will be hauled off site.
- Footer will be cleaned and inspected for damage.
- If no damage is found footer will be prepped for block installation.
- If footer damage is found that section will be removed and replaced.
- Holes will be drilled into existing footing and #5 rebar will be epoxied in holes.
- Concrete block will be installed to match existing wall Hight.
- After proper cure time block cores will be filled with concrete.
- Cap will be replaced.
- Stucco will be applied to match existing finish. NOTE: Perfect match is not guaranteed.
- All debris will be cleaned up and hauled off site.

Section 2

Custom/Structural

Product	Quantity
Custom <i>Custom</i>	1

Scope of Work

OPTION #2

- Wall will be demolished as needed to remove all damaged block.
- Block will be hauled off site.
- Footer will be cleaned and inspected for damage.
- If no damage is found footer will be prepped for concrete pour.
- If footer damage is found that section will be removed and replaced.
- Holes will be drilled into existing footing and #5 rebar will be epoxied in holes.
- Welded wire mesh will be attached to rebar.
- Forms will be built in place.
- Concrete will be poured and finish as smooth as possible.
- After proper cure time forms will be removed.
- Cap will be replaced.
- Stucco will be applied to match existing finish. NOTE: Perfect match is not guaranteed.
- All debris will be cleaned up and hauled off site.

Costs

Section: Section 1

Description	Quantity	Cost
Custom	1.00	\$11,101.20
Total Cost:		\$11,101.20

Section: Section 2

Description	Quantity	Cost
Custom	1.00	\$16,216.20
Total Cost:		\$16,216.20

Total: \$27,317.40

Payment Terms

Deposit	<i>Due at bid acceptance</i>	\$5,463.48
Final Payment	<i>Due after project completion</i>	\$21,853.92

Terms & Conditions

Disclaimers

- Customer possessions to be removed from work area or moved and protected by owner.
- Shelving, utilities, and any other customer possessions blocking access to affected areas to be removed by owner prior to commencement of work.
- Everything in our ability will be done to minimize dust and disturbance but it is important to note that proposed work can cause noticeable dust and disturbance to surrounding areas.

Contract

CONSTRUCTION AGREEMENT

THIS CONSTRUCTION AGREEMENT is entered into this 11/24/2023, between Joel Blanco (hereinafter "Owner"), whose address is 1008 Highland Meadows St, Davenport, FL 33837, and Midstate Drainage & Structural Repair LLC whose principal place of business is located at 13618 McIntosh Rd., Thonotosassa, FL 33592 (hereinafter "Company").

The Owner and Company hereby agree as follows:

Section I. Description of Work

Company has performed a foundation evaluation of your home and has observed damage that requires repair in order to preserve the structural integrity of your home. The damage observed may have been caused by multiple sources that will need to be addressed. Company approaches these repairs using a comprehensive solution that addresses the source of the problems and also the symptoms they have caused. This approach provides a quality repair that lasts much longer than addressing only portions of the issues your home is experiencing.

Below is a detailed explanation of how we will address your foundation issues and the associated costs and conditions.

The Company shall perform the following described work, in accordance with the contract documents, including all plans and specifications, at 1008 Highland Meadows St, Davenport, FL 33837.

50059-Perimeter Wall Damage

It is noted that Company relies upon and uses air movers and dust collectors to minimize dust and disturbance but it is important to note that the proposed work can cause noticeable dust and disturbance to the surrounding areas.

Section II. Contract Sum or Agreed Payment to Company

The Owner agrees to pay the Company for the work described the contract sum listed above. Payment of this amount is subject to additions or deductions in accordance with the remainder of this Agreement, and the other documents to which this Agreement is subject.

No work shall begin without the required payments and will void any contract and warranties between the Owner and Company. Payments cannot be withheld due to non-completion of any other contractors work, other contractors non-compliance regarding code, license, permits, and paperwork or changes in acceptance of insurance certificates, liability amounts, or lack of, by any other party. Projects not paid in full day of completion will accrue a 3% late fee until the entire amount, including late fees, is paid. Non-payment will result in voided warranties. All balances over 30 days will be charged a monthly finance charge of 1.33% or 16% annually. 20% is due at signing with the remainder due upon completion.

Section III. Certificate of Completion and Final Payment

Upon written notice that the work is ready for final inspection and acceptance, Owner will promptly inspect the work. When either the work receives a certificate of occupancy, or the owner agrees that the work meets their satisfaction, Owner will promptly pay, within 30 days of the certificate of completion, (or cause to be paid) the balance due under the Agreement less an amount equal to the cost to complete any missing or unfinished punchlist items.

Company agrees to provide Owner with a Final Affidavit stating that all sub-Companys and suppliers have been paid or

showing those unpaid and the amounts thereof. The amounts withheld for punchlist items will be paid to Company immediately upon completion of each of the punchlist items. Occupancy will be granted to owner when construction is substantially completed, the certificate of occupancy is issued, and Company receives payment of the final payment, less any money held for incomplete items.

Section IV. Commencement and Completion Dates

Any time lost by reason of change in plans or specifications requested by Owner, other acts of Owner, weather conditions not reasonably anticipated, or any other conditions that are not within Company's control shall be added to the specified time of completion and Company shall not be liable for such delay. For any delays not the responsibility of the Company, the price shall increase by the difference, if any, in the Company's costs occasioned by such delay.

Section V. Contract Documents

The terms of this Agreement include the terms and conditions of this Agreement, and incorporated by reference, the provisions in the other documents specifically listed in Exhibit A. The terms of this Agreement shall prevail over any conflicting provisions in the documents incorporated by reference. If a conflict exists between the plans and the specifications, the specifications shall govern.

Section VI. Duties and Rights of Owner

The Owner shall give all instructions to the Company, shall furnish all necessary surveys for the work, and shall secure and pay for easements for permanent structures or permanent changes in existing structures or facilities on the work site, or which are necessary for proper completion of the work. Owner shall prepare all work areas so as to be acceptable for Company's work under this Agreement, including removing possessions and items from the work area. Owner shall be responsible for working with and getting approval from any CDD or HOA that maintains or has the right to approve any work done by Company.

Section VII. Duties and Rights of Company

The Company's duties and rights in connection with the project are as follows:

(a) Responsibility for and Supervision of Construction. The Company shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures, and means, and for coordination of all work. It shall supervise and direct the work to the best of its ability, and give the work all attention necessary for such proper supervision and direction.

(b) Furnishing of Labor, Materials, Etc. The Company shall provide and pay for all labor, materials, and equipment, including tools, construction equipment, and machinery, utilities, including water, transportation, and all other facilities and services necessary for the proper completion of work on the project in accordance with the contract documents.

(c) Payment of Taxes; Procurement of Licenses and Permits. The Company shall pay all taxes required by law in connection with work on the project in accordance with this contract including sales, use, and similar taxes, and shall secure and pay the fees for all licenses and permits necessary for proper completion of the work.

(d) Compliance with Construction Laws and Regulations. The Company shall comply with all laws and ordinances, and the rules, regulations, or orders of all public authorities relating to the performance of the work. If any of the contract documents are at variance with any such requirements, the Company shall notify the architect promptly on discovery of the variance.

(e) Clean-up. The Company agrees to keep the work premises and adjoining ways free of waste material and rubbish caused by its work or that of its sub-Companies. The Company further agrees to remove all waste material and rubbish on termination of the project, together with all its tools, equipment, machinery and surplus materials. It agrees, on terminating its work at the site, to conduct general clean-up operations, including the cleaning of all glass surfaces, paved streets and walks, steps, and interior floors and walls.

Section VIII. Change Orders

Owner may, from time to time, order changes in the work, which will be authorized by a written Change Order approved by Company. Owner shall pay the reasonable costs associated with any such changes.

Work shall be changed, and the contract price and termination time shall be modified only as set out in the written change order. Any adjustment in the contract sum resulting in a credit or a charge to the Owner shall be determined by mutual agreement of the parties, or by arbitration, before starting the work involved in the change.

Section IX. Disputes

Any and all claims and disputes relating to this Agreement that are in excess of \$30,000.00 shall be subject to binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association for the construction industry in effect at the time of the arbitration. Prior to commencing Arbitration, the alleged aggrieved party must give written notice to the other party within a reasonable time after the dispute has arisen. In no event shall a written notice of demand for arbitration be given after the date on which a legal action concerning the matter in dispute would be barred by the appropriate statute of limitations. In the event there is a claim or dispute for less than \$30,000.00, then either party may request Arbitration, but neither party shall be compelled to Arbitration. Should legal action be filed for any claim or dispute less than \$30,000.00, venue shall be proper in Polk County, Florida and Florida law applies.

Section X. Insurance

Company shall purchase and maintain at Company's own expense, all necessary worker's compensation and liability insurance, commercial general liability insurance, and comprehensive automobile liability insurance to protect Company from claims for damages because of bodily injury, including death, and for damages to property that may arise both out of and during operations under this Agreement.

Section XI. Correcting Work

When it appears to the Company during the course of construction that any work does not conform to the provisions of the contract documents, it shall make necessary corrections so that the work will so conform, and in addition will correct any defects caused by faulty materials, equipment or workmanship in work supervised by it or by a sub-Company, appearing within one year from the date of issuance of a certificate of substantial completion, or within a longer period that may be prescribed by law or that may be provided for by applicable special guarantees in the contract documents.

Section XII. Termination

(a) Company's Termination. The Company may, on fifteen days written notice to the Owner, terminate this Agreement before the termination date when for a period of fifteen days after a progress payment is due, through no fault of the Company, the Owner fails to make the payment. On termination under these circumstances, the Company may recover from the Owner payment for all work completed and for any loss sustained by the Company for materials, equipment, tools, or machinery to the extent of the actual loss plus a reasonable profit, provided the Company can prove the loss and damages.

(b) Owner's Termination. The Owner may, on fifteen days notice to the Company, terminate this Agreement before the termination date without prejudice to any other remedy the Owner may have, when the Company defaults in performance of any provision of the Agreement or fails to carry out the construction in accordance with the provisions of the contract documents. On termination under these circumstances, the Owner may take possession of the work site and all materials on it and finish the work in whatever way the Owner deems expedient. If the unpaid balance on the contract sum at the time of the termination exceeds the expense of finishing the work, the Owner will pay the excess to the Company. If the expense of finishing the work exceeds the unpaid balance at the time of termination, the Company agrees to pay the difference to the Owner.

On default by the Company, the Owner may elect not to terminate the contract, and in that event the Owner may make good the deficiency that the default has caused and deduct the costs from the progress payment then or to become due to the Company.

Section XIII. Severability

The invalidity or unenforceability of any provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Section XIV. Indemnification

Owner waives any right or claims Owner may have against Company for any personal injuries and/or property damages incurred by anyone other than Company and/or Company's sub-Companies on the property during the period of work and shall indemnify, defend, and hold Company harmless from any claims asserted for such alleged injuries and/or damage.

Owner shall hold Company harmless and shall defend and indemnify Company for any claims, actions, suits, awards, damages or otherwise, including without limitation, attorney's fees and costs, arising out of or related to (i) Owner's breach of any term, condition, or representation in this Agreement; or (ii) arising out of or related to any claims, actions, awards,

liabilities, or damages for any injury to person or personal property arising out of Owners visits (including invitees and guests) to the premises and/or residence. For purposes of any indemnification provisions in this Agreement, the term "Company" includes its respective officers, directors, employees, agents, sureties, sub-Companies, suppliers, and servants.

Section XV. Right to Cure

Florida law contains important requirements you must follow before you may file a lawsuit for defective construction against a Company, subCompany, supplier, or design professional for an alleged construction defect in your home. Sixty days before you file your lawsuit, you must meet certain and specific conditions under Florida law.

Section XVI. Governing Law and Assignment

This Agreement shall be construed in accordance with the laws of the State of Florida. This Agreement shall not be assigned without the written consent of all Parties. Venue shall be in Polk County, Florida.

Section XVII. Representations

This Agreement constitutes the entire Agreement between Company and Owner, and supersedes all prior negotiations, representations, understandings, and agreements, whether written or oral. This Agreement may be amended only by the written consent of all Parties. Owner acknowledges that Company has made no guarantees, warranties, or understandings that are not included in this Agreement.

Section XVIII. Warranties of Company

The Company hereby warrants:

- A. All material is guaranteed to be as specified, and the work to be performed in accordance with the specifications submitted for the above work and completed in a substantially workmanlike condition.
- B. Foam jacking concrete leveling system installed is free from defects in material and workmanship. This system will prevent any further settlement of stabilized and leveled concrete for five years from the date of completion.
- C. This warranty is only transferrable to a new owner when the new owner contacts Company to transfer the warranty within 30 days of purchase of the premises. Failure to contact Company or transfer the warranty properly within 30 days will void this warranty.
- D. These warranties shall only apply if the remainder of this contract is adhered to and all payments are completed.
- E. Failure or issues resulting from acts of god, acts of nature, including but not limited to: earthquake, fire, flood, etc, or collision by equipment or vehicles are excluded from this warranty.
- F. Company agrees to promptly make good, without cost to owner, any and all defects due to faulty workmanship which may appear without one year from the date of completion and acceptance of this work by the Owner, provided that the Owner is not in breach of this Agreement, including having paid in full per the Agreement terms any monies due. This limited warranty is the only express warranty provided by Company.
- G. Any implied warranty of habitability extends only to the conditions of the project at the time of completion and does not extend to any conditions not known or under the control of the Company at the time of commencement of the project or to any defect caused by conditions occurring subsequent to the completion of the project.
- H. Any implied warranties including (but not limited to) warranties of merchantability, fitness for a particular purpose, habitability, and good workmanship are disclaimed and limited to the provisions of this section.

Section XIX. Florida's Construction Lien Law

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (§§ 713.001 to 713.37, Fla. Stat.), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR COMPANY OR A SUBCOMPANY FAILS TO PAY SUBCOMPANYS, SUB-SUBCOMPANYS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR COMPANY IN FULL. IF YOU FAIL TO PAY YOUR COMPANY, YOUR COMPANY MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR

PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR COMPANY OR A SUBCOMPANY MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

We the undersigned, have read, understand, and agree to each of the provisions of this Agreement and hereby acknowledge receipt of a copy of this Agreement.

By:

Ben Williams-Owner

Zack Miller-Owner

Midstate Drainage & Structural Repair LLC

By signing any forms or agreements provided to you by Midstate Drainage & Structural Repairs, you understand, agree and acknowledge that your electronic signature is the legally binding equivalent to your handwritten signature. You agree, by providing your electronic signature, that you will not repudiate, deny or challenge the validity of your electronic signature or of any electronic agreement that you electronically sign or their legally binding effect.

Signature: _____ Date: _____ Time: _____

SECTION C.



Governmental Management Services - CF

Maintenance Services
 Phone: 407-201-1514
 Email:
 Csmith@gmscfl.com

Bill To/District Highland Meadows CDD	Prepared By: Governmental Management Services- CF, LLC 219 E. Livingston Street Orlando, FL 32801
Job name and Description	
Perimeter wall Painting -GMS staff will paint approximately 27 LF of wall (both sides) with district provided paint. This service will be done after repairs are completed. The wall and the foam cap will be painted to match the existing wall. We will follow specifications of provided paints for the quantity of coats and coverage.	

Qty	Description	Unit Price	Line Total
6	Labor x2 Maintenance Techs	\$47.50	\$570.00
1	Mobilization	\$65.00	\$65.00
	Equipment		\$95.00
	Materials		\$74.75
Total Due:			\$804.75

This Proposal is Valid for 30 days.

Client Signature: _____