

***Highland Meadows
Community Development District***

Agenda

August 12, 2025

AGENDA

Highland Meadows

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

August 5, 2025

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 **Tuesday, August 12, 2025**, at **12:30 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/85935694207>

Call-In Information: 1 305 224 1968 **Meeting ID:** 859 3569 4207

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the June 10, 2025 Board of Supervisors Meeting
4. Consideration of Resolution 2025-09 Adopting the Annual Meeting Schedule for Fiscal Year 2026
5. Ratification of Agreement for Erosion Repair Services with FLG Service Group
6. Consideration of Resolution 2025-10 Re-Designating Principal Headquarters and Local Records Office Location
7. Consideration of Revised Proposal for “No Parking on Curve” Signs
8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. Field Manager’s Report
 - D. District Manager’s Report
 - i. Action Items
 - ii. Approval of Check Register
 - iii. Balance Sheet and Income Statement
9. Other Business
10. Supervisors Requests
11. Ethics Training
12. Adjournment

MINUTES

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

The regular meeting of the Board of Supervisors of the Highland Meadows Community Development District was held on Tuesday, **June 10, 2025**, at 12:31 p.m. at the Lake Alfred Public Library, 245 North Seminole Ave., Lake Alfred, Florida.

Present and constituting a quorum:

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| Cindy Chenowith | Chairperson |
| Headley Oliver <i>joined late by Zoom</i> | Vice Chairperson |
| Eric Chenowith <i>by Zoom</i> | Assistant Secretary |
| Kevin Serrano | Assistant Secretary |
| Jason Munoz | Assistant Secretary |

Also, present were:

| | |
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| Tricia Adams | District Manager, GMS |
| Meredith Hammock | District Counsel, Kilinski Van Wyk |
| Alex Makransky | Kilinski Van Wyk |
| Chace Arrington <i>by Zoom</i> | District Engineer, Dewberry |
| Joel Blanco | Field Services Manager, GMS |

The following is a summary of the discussions and actions taken at the June 10, 2025 Highland Meadows Community Development District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Adams called the meeting to order at 12:31 p.m. Three Board members were in attendance constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Adams stated there were no members of the public present or joining by Zoom.

THIRD ORDER OF BUSINESS**Public Hearings**

Ms. Adams stated there are two public hearings to consider the budget for FY2026 as well as a resolution imposing the assessments and certifying the assessment roll. She asked for a motion to open the public hearings.

On MOTION by Ms. Chenowith, seconded by Mr. Serrano, with all in favor, Opening the Public Hearings, was approved.

Ms. Adams asked for any members of the public that would like to make comment regarding the proposed budget or the proposed assessments. She noted there are no members of the public that want to make comment so asked for a motion to close the public hearings.

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

A. Consideration of Resolution 2025-07 Adopting the Fiscal Year 2026 Proposed Budget and Appropriating Funds

Ms. Adams stated approval of this resolution adopts your budget for FY2026 starting October 1, 2025 and ending September 30, 2026. It also appropriates the budget in accordance with the adopted budget and includes provisions for any budget amendments during FY2026. Attached to the resolution as an exhibit is a copy of the approved proposed budget.

On MOTION by Ms. Chenowith, seconded by Mr. Munoz, with all in favor, Resolution 2025-07 Adopting the Fiscal Year 2026 Proposed Budget and Appropriating Funds, was approved.

B. Consideration of Resolution 2025-08 Imposing Fiscal Year 2026 Special Assessments and Certifying an Assessment Roll

Ms. Adams stated now that the budget has been adopted it needs to be funded. The proposed way to fund it is with special assessments. These are the maintenance fees that will be on the property tax bill. This resolution authorizes the imposition and collection of your maintenance fee and authorizes collection of your debt service fees which were imposed at the time the bond was issued.

On MOTION by Ms. Chenowith, seconded by Mr. Serrano, with all in favor, Resolution 2025-08 Imposing Fiscal Year 2026 Special Assessments and Certifying an Assessment Roll, was approved.

FOURTH ORDER OF BUSINESS**Approval of Minutes of the April 8, 2025
Board of Supervisors Meeting**

Ms. Adams presented the minutes from the April 8, 2025 Board of Supervisors meeting. The minutes have been reviewed by the District Manager and District Counsel. She offered to take any corrections. Ms. Chenowith stated the minutes look good.

On MOTION by Mr. Munoz, seconded by Ms. Chenowith, with all in favor, the Minutes of the April 8, 2025 Board of Supervisors Meeting, were approved.

FIFTH ORDER OF BUSINESS**Presentation of Fiscal Year 2024 Financial
Audit Report**

Ms. Adams stated each year the District is required to undergo an annual independent audit of all of their financial records. This is for the records that ended September 30, 2024. They are scheduled to be filed with the state of Florida by June 30th each year. The letter to the Board of Supervisors is on page 62. It is a clean audit.

On MOTION by Ms. Chenowith, seconded by Mr. Munoz, with all in favor, Accepting the Fiscal Year 2024 Financial Audit Report, was approved.

SIXTH ORDER OF BUSINESS**Staff Reports****A. Attorney**

Ms. Hammock reminded Board members that Form 1 is due to be filed electronically by July 1st.

i. Code of Ethics Presentation

Ms. Hammock stated this will be presented at the end of the meeting.

B. Engineer

Mr. Arrington didn't have anything to present but offered to take questions.

C. Field Manager's Report

Mr. Blanco reviewed the Field Manager's Report on page 99 of the agenda package. Mr. Munoz requested that Joel review CDD property nearby 212 Highland Meadows Place in the back.

**Supervisor Headley Oliver joined the meeting by Zoom.*

i. Proposal for Blue Agave Installation (2)

Mr. Blanco presented a Prince & Sons proposal to install Blue Agave on the chain link fence line. There is a 7-gallon option for \$2,200 and a 15-gallon option for \$2,400.

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| On MOTION by Ms. Chenowith, seconded by Mr. Munoz, with all in favor, the Prince & Sons Proposal for the 15-gallon Blue Agave at \$2,400, was approved. |
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ii. Proposal for Installation of "No Curve Parking" Post Toppers

Mr. Blanco reviewed a GMS proposal to install 10 acorn finials on existing "no curve parking" signs for \$1,088.59.

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| On MOTION by Ms. Chenowith, seconded by Mr. Serrano, with all in favor, the GMS Proposal to Install "No Curve Parking" Post Toppers, was approved. |
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D. District Manager's Report

i. Action Items

Ms. Adams stated on page 112 is the Action Items for June 2025.

ii. Approval of Check Register

Ms. Adams presented the check register from March 1st through April 30th totaling \$37,459.37. Following the check register is a detailed run summary. She offered to answer any questions.

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| On MOTION by Ms. Chenowith, seconded by Mr. Munoz, with all in favor, the Check Register totaling \$37,459.37, was approved. |
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iii. Balance Sheet and Income Statement

Ms. Adams presented the combined balance sheet as well as budget year to date along with the prorated expenses through the end of April 2025. Your combined balance sheet is on page 122.

iv. Presentation of Registered Voters – 394

Ms. Adams stated there are 394 registered voters within the boundaries of the Highland Meadows CDD.

v. Goals & Objectives

a. Presentation of Fiscal Year 2025 Authorizing Chair to Execute

Ms. Adams stated its best practice to update the goals and objectives when the annual budget is presented for adoption. Your 2025 goals & objectives that were adopted by the Board last year are being presented for a status update. The District is on track to meet the District's goals & objectives. She asked the Board to authorize the Chair to approve the final form of the report so it can be posted on the Districts website by December 1st.

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| On MOTION by Mr. Munoz, seconded by Mr. Serrano, with all in favor, to Authorize Chair to Approve the Final Form of the Goals & Objectives Report, was approved. |
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b. Adoption of Fiscal Year 2026 Goals & Objectives

Ms. Adams stated they do have the proposed goals & objectives for FY26. They are repeating the goals & objectives from FY25 in order to meet the new government requirement.

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| On MOTION by Ms. Chenowith, seconded by Mr. Serrano, with all in favor, Adoption of Fiscal Year 2026 Goals & Objectives, was approved. |
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vi. Reminder of Form 1 Filing Deadline – July 1st

Ms. Adams reminded Board members the deadline for filing Form 1 is July 1st.

SEVENTH ORDER OF BUSINESS

Other Business

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS

Supervisor Requests

Ms. Chenowith noted there seem to be issues because the HOA president doesn't have enough help. She asked if GMS handles HOAs. Ms. Adams stated no. She offered to pass on names of HOA management firms that she is familiar with.

Ms. Hammock provided a Code of Ethics presentation.

NINTH ORDER OF BUSINESS

Adjournment

Ms. Adams asked for a motion to adjourn.

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| On MOTION by Ms. Chenowith, seconded by Mr. Munoz, with all in favor, the meeting was adjourned. |
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Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION 4

RESOLUTION 2025-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2025/2026; AND PROVIDING FOR 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*, being situated within Polk County, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located; and

WHEREAS, the Board desires to adopt the Fiscal Year 2025/2026 annual meeting schedule attached as **Exhibit A**.

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

SECTION 1. The Fiscal Year 2025/2026 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

SECTION 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 12th day of August 2025.

ATTEST:

**HIGHLAND MEADOWS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2025/2026 Annual Meeting Schedule

Exhibit A: Fiscal Year 2025/2026 Annual Meeting Schedule

BOARD OF SUPERVISORS MEETING DATES HIGHLAND MEADOWS COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2026

The Board of Supervisors of the Highland Meadows Community Development District will hold their regular meetings for Fiscal Year 2026 at the **Lake Alfred Public Library, 245 N Seminole Ave, Lake Alfred, FL 33850** at **12:30 p.m.**, unless otherwise indicated as follows:

November 4, 2025

February 10, 2026

April 14, 2026

June 9, 2026

August 11, 2026

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager

SECTION 5

AGREEMENT FOR EROSION REPAIR SERVICES

THIS AGREEMENT (the “**Agreement**”) is made and entered into this 31st day of July 2025, by and between the following:

HIGHLAND MEADOWS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in the City of Davenport, Florida, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the “**District**”); and

FLG SERVICE GROUP LLC, a Florida limited liability company, whose address is 7901 4th Street North, Suite 300, St. Petersburg, Florida 33702 (“**Contractor**,” and together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, Florida Statutes, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, the District has a need to retain an independent contractor to provide the labor and materials necessary to provide erosion repair services for certain areas within the District (the “**Work**”), as more particularly identified in **Exhibit A** (the “**Property**”), attached hereto and incorporated herein by reference; and

WHEREAS, Contractor represents that it is licensed, qualified and capable of providing the erosion repair services, and desires to contract with the District to do so in accordance with the terms of this Agreement and the District is amenable to the same; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

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.

- A.** Contractor agrees to provide the items, labor and materials necessary for the provision of erosion repair services for the Property identified at **Exhibit A**, which is incorporated herein by reference, in accordance with the terms of this Agreement. Specifically, the duties, obligations, and responsibilities of Contractor are to provide

the materials, equipment, services, and supervision necessary to perform the Work, including but not limited to the following services:

- i. Install, maintain, and remove road closure maintenance of traffic (“**MOT**”) at Highland Meadows Street; and
 - ii. Remove and dispose of concrete debris at an offsite location; and
 - iii. Compact existing earth at bottom of washout (streetside); and
 - iv. Fill gap in steel sheet pile (rigid foam board Dow extruded polystyrene); and
 - v. Install lean-concrete fill (ASAP solution); and
 - vi. Install earth fill – compacted; and
 - vii. Install PCC sidewalk, including expansion joint and sealant; and
 - viii. Install topsoil, shape slopes on both sides of piling, as feasible; and
 - ix. Install sign with concrete (existing); and
 - x. Install sod (but no continuing maintenance).
- B.** Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. While providing the Work, Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work. Contractor shall use industry best practices and procedures when carrying out the Work.
- C.** This Agreement grants to Contractor the right to enter the lands owned by the District 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 Work. For those lands that are not owned by the District, but that are nevertheless necessary for Contractor to access to effectuate the terms of this Agreement, the District agrees to procure the necessary authorizations for Contractor’s ingress and egress to the Pond. Prior to the provision of the Work by Contractor, Contractor shall coordinate with the District as to the proper route for ingress and egress to the Pond.
- D.** Contractor shall perform all Work in a neat and workmanlike manner. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to the District, the District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials actually incorporated into the Work.
- E.** Contractor shall report directly to the District Engineer (the “**Engineer**”), who shall serve as the District’s representative. All Work shall be scheduled and coordinated with the Engineer.
- F.** Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to commence repair the any damage resulting from Contractor’s provision of the Work within twenty-four (24) hours.
- G.** Contractor shall keep the premises and surrounding area free from accumulation of

waste materials or rubbish caused by operations under the Agreement. At completion of the Work, Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up as provided herein, the District may do so and the cost thereof shall be charged to Contractor.

SECTION 3. COMPENSATION.

- A.** As compensation for the Work described in this Agreement, the District agrees to pay Contractor the not-to-exceed amount of **Forty Thousand Dollars (\$40,000)**, payable upon final completion and acceptance of the Work by the District. Such amount includes all materials and labor for the Work and all items, labor, materials, or otherwise to provide the District the maximum benefits of the Work. Contractor shall invoice the District for the Work actually performed. All invoices are due and payable in accordance with Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, *Florida Statutes*.
- B.** If the District should desire additional work or services not provided herein, Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement, and Contractor shall perform such additional work or services as if described and delineated in this Agreement.
- C.** The District may require, as a condition precedent to making any payment to Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from Contractor, in a form satisfactory to the District, that any indebtedness of Contractor, as to services to the District, has been paid and that Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

SECTION 4. ACCEPTANCE OF THE WORK. Upon completion of the Work, Contractor shall notify the Engineer in writing via email to Rey Malave at rmalave@dewberry.com that the Work has been completed. If the Engineer determines there are deficiencies in the Work, the Engineer shall notify Contractor of such deficiencies and the deficiencies shall be promptly remedied by Contractor. Upon determination by the Engineer that all deficiencies have been remedied, the Work shall be deemed to be accepted.

SECTION 5. TERM AND TERMINATION.

- A. Term.** This Agreement shall become effective as of the date first above written and

shall terminate upon completion of the Work set forth herein and described in any amendment hereto, unless terminated in accordance with the terms of this Agreement.

- B. *Termination.*** The District agrees that Contractor may terminate this Agreement for cause by providing ten (10) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to Contractor. The District shall provide ten (10) days' written notice of termination without cause. Upon any termination of this Agreement, and as Contractor's sole and exclusive remedy for any termination hereunder, Contractor shall be entitled to payment for all Work rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against Contractor.

SECTION 6. WARRANTY. Contractor warrants to the District that all materials furnished under this Agreement shall be new, and that all Work and materials shall be of good quality, free from faults and defects. Contractor shall assign to all manufacturer warranties for materials purchased for purposes of this Agreement to the District upon completion of the Work. Contractor hereby warrants all services and workmanship for one (1) year from acceptance of the Work, provided that this warranty shall not apply to damages caused by acts of God or interference by third parties. Neither final acceptance of the Work, nor final payment therefore, nor any provision of this Agreement shall relieve Contractor of responsibility for defective or deficient materials or services. If any of the services provided under this Agreement are found to be defective, deficient or not in accordance with the Agreement, including specifically all design services contemplated and/or provided hereunder, Contractor shall correct, remove and/or replace such services and/or materials promptly after receipt of a written notice from the District and to correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District such that the District receives the maximum benefit of the completed Work contemplated by this Agreement.

Contractor hereby covenants to the District that it shall perform the services necessary to complete the Work: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District. Contractor hereby covenants to the District that any work product of Contractor shall not call for the use nor infringe any patent, trademark, services mark, copyright or other proprietary interest claimed or held by any person or business entity absent prior written consent from the District.

SECTION 7. INSURANCE.

- A.** Contractor shall, at its own expense, maintain insurance during the performance of the

Work under this Agreement, with limits of liability not less than the following:

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| Workers' Compensation | statutory |
| General Liability | |
| <i>Bodily Injury (including contractual)</i> | \$1,000,000 |
| <i>Property Damage (including contractual)</i> | \$1,000,000 |
| Automobile Liability (if applicable) | |
| <i>Bodily Injury and Property Damage</i> | \$1,000,000 |

- B.** The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, “**Additional Insureds**”) shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing the Work. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, shall be considered primary and non-contributory with respect to the Additional Insureds, and shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of the Additional Insureds.
- C.** If Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

SECTION 8. INDEMNIFICATION.

- A.** To the fullest extent permitted by law, and in addition to any other obligations of Contractor under this Agreement or otherwise, Contractor, its employees, agents and subcontractors shall defend, hold harmless and indemnify the District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, “**Indemnitees**”), from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney’s fees, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of Contractor, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Work, (ii) Contractor’s performance of, or failure to perform, Contractor’s obligations pursuant to this Agreement or any Work or Contractor’s performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by Contractor in this Agreement or any Work.

- B.** To the extent a limitation is required by law, the obligations under this section shall be limited to no more than One Million Dollars (\$1,000,000.00), which amount the District and Contractor agree bears a reasonable commercial relationship to this Agreement. Nothing in this Section is intended to waive or alter any other remedies that the District may have as against the Contractor.
- C.** 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, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. Nothing in this Agreement is intended to waive or alter any other remedies that the District may have as against Contractor. The provisions of this Section 8 are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this Section 8 survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 10. LIENS AND CLAIMS. Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of Contractor's performance under this Agreement, and Contractor shall immediately discharge any such claim or lien. In the event that Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon

the giving of notice of termination.

SECTION 11. LIMITATIONS ON GOVERNMENTAL LIABILITY. 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 12. NO THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties herein 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 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 13. INDEPENDENT CONTRACTOR. In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. Neither Contractor nor employees of Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of Contractor, if there are any, in the performance of this Agreement. Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and 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 14. AGREEMENT; AMENDMENTS. This instrument shall constitute the final and complete expression of the agreement between the District and Contractor relating to the subject matter of this Agreement. 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 the District and Contractor.

SECTION 15. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and Contractor, both the District and Contractor have complied with all the requirements of law, and both the District and Contractor have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 16. NOTICES. All notices, requests, consents and other communications under this Agreement (each, a “**Notice**” and collectively, “**Notices**”) shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent overnight delivery service, to the Parties, as follows:

- A. If to the District:** Highland Meadows Community Development District
c/o Governmental Management Services – CF, LLC,
219 East Livingston Street

Orlando, Florida 32801
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: Highland Meadows CDD, District Counsel

B. If to Contractor: FLG Service Group LLC
7901 4th Street North, Suite 300
St. Petersburg, Florida 33702

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 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 in this Agreement.

SECTION 17. REMEDIES; ENFORCEMENT OF AGREEMENT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. In the event that either the District or Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 18. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Polk County, Florida.

SECTION 19. COMPLIANCE WITH PUBLIC RECORDS LAWS. 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 **Governmental Management Services – Central Florida, LLC** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, 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 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 Contractor, 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524, RECORDREQUEST@GMSCFL.COM, OR AT 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801.

SECTION 20. 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 21. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 22. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

SECTION 23. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 24. ASSIGNMENT. Neither the District nor Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 25. COMPLIANCE WITH E-VERIFY. 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 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 Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify Contractor. Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District.

SECTION 26. CLAIMS FOR CONSTRUCTION DEFECTS. To the extent any of the Work described herein are classified as construction services, CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

SECTION 27. FOREIGN INFLUENCE. Contractor understands that under Section 286.101, *Florida Statutes*, that Contractor must disclose any current or prior interest, any contact with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

SECTION 28. SCRUTINIZED COMPANIES STATEMENT. In accordance with Section 287.135, *Florida Statutes*, Contractor represents that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

SECTION 29. ANTI-HUMAN TRAFFICKING. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. Contractor agrees to execute an affidavit in compliance with Section 787.06(13), *Florida Statutes*, and acknowledges that if Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.

SECTION 30. PUBLIC ENTITY CRIMES. Contractor represents that in entering into this Agreement, Contractor has not been placed on the convicted vendor list as described in Section

287.133(3)(a), *Florida Statutes*, within the last thirty-six (36) months and, if Contractor is placed on the convicted vendor list, Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective on the day and year first written above.

**HIGHLAND MEADOWS
COMMUNITY DEVELOPMENT
DISTRICT**

Signed by:



Chairperson, Board of Supervisors

FLG SERVICE GROUP LLC

Signed by:



By: David Gabrielson

Its: Authorized Person

Exhibit A: Property

Exhibit A Property



SECTION 6

RESOLUTION 2025-10

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE
HIGHLAND MEADOWS COMMUNITY DEVELOPMENT
DISTRICT RE-DESIGNATING THE PRINCIPAL
HEADQUARTERS OF THE DISTRICT; RE-DESIGNATING THE
LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE; AND
PROVIDING AN EFFECTIVE DATE.**

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

WHEREAS, the District desires to specify the location of the District’s principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District; and

WHEREAS, the District is statutorily required to designate a local district records office location for the purposes of affording citizens the ability to access the District’s records, promoting the disclosure of matters undertaken by the District, and ensuring that the public is informed of the activities of the District in accordance with Chapter 119 and Section 190.006(7), *Florida Statutes*.

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

SECTION 1. The District’s principal headquarters for the purpose of establishing proper venue shall be located at _____, within Polk County, Florida.

SECTION 2. The District’s local records office shall be located at _____.

SECTION 3. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 12TH DAY OF AUGUST 2025.

ATTEST:

**HIGHLAND MEADOWS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson / Vice Chairperson
Board of Supervisors

SECTION 7

Invoice #: 403

Invoice Date: 07/31/2025



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

Job Name: Installation of (10) “No Parking on Curves at Anytime” and (10) “Violators will be Towed at Owner’s Expense” Supplemental Signs on Existing Posts on Curved Areas.

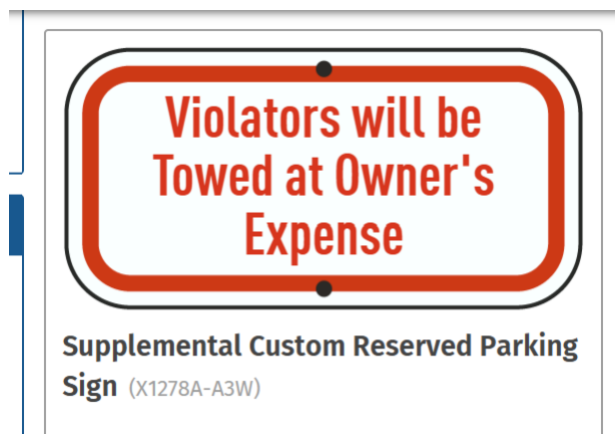
Description: Removal and Replacement of (10) Previously Installed Signs on Existing Posts on Curved Areas. Installing (20) MUTCD Compliant Signs—10 “No Parking on Curves at Anytime” and 10 Violators will be Towed at Owner’s Expense” Supplemental Signs

| Qty | Description | Unit Price | Line Total |
|------------|--|------------|------------|
| 4 | Labor | \$50.00 | \$200 |
| 1 | Mobilization | \$65.00 | \$65 |
| | Equipment | \$35 | \$35 |
| 20 | Materials | \$967.18 | |
| | 50% Discount on Material Costs | - \$483.59 | \$483.59 |
| | | | |
| | | | |
| | <i>(Total shows discounted priced reflected)</i> | | |
| Total Due: | | | \$783.59 |

Thank you for your business!

Client Signature: _____

Example of Proposed No Parking on Curves Signage



Dimension for "No Parking on Curves at Anytime": 18"

Dimension for "Violators will be Towed at Owner's Expense": 12 x 6"

NOTES AND LEGEND

- PCP - PERMANENT CONTROL POINT - SET
- NAIL AND DISC TOP "LB-7001" - UNLESS OTHERWISE NOTED
- PRM - PERMANENT REFERENCE MONUMENT - SET
- "4" x 4" CONCRETE MONUMENT AND CAP "PRM LB-7001"
- FCM - FOUND CONCRETE MONUMENT AS NOTED
- BEARINGS BASED ON THE NORTH BOUNDARY OF TRACTS 15 AND 16 BEING ASSUMED N-89°53'25"-E BETWEEN FOUND POINTS OF BEGINNING
- 1/2" = CURVE - SEE CURVE DATA
- & - AND
- (RAD) - RADIUS
- (NR) - NON-RADIAL
- PR - PLAT BOOK
- PG/PGS - PAGE/PAGES
- FW - FOUND IRON SPIKE
- FR - FOUND IRON ROD

SURVEYOR'S NOTES:

- UNLESS OTHERWISE NOTED A 5/8" IRON ROD AND CAP "LB-7001" MONUMENTATION SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINE WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A PRM OR PCP.
- THIS PLAT IS BASED ON A RECENT SURVEY MADE UNDER MY DIRECTION AND SUPERVISION IN COMPLIANCE WITH CHAPTER 177, FLORIDA STATUTES.
- P.C.P.'S SET IN AN IMPERVIOUS SURFACE ARE A P.K.-NAIL AND DISC "LB-7001" - UNLESS OTHERWISE NOTED.
- LANDS IN THE VICINITY OF THE DRAINAGE/RETENTION AREAS AND SWALES MAY BE SUBJECT TO TEMPORARY STANDING WATER WHEN CONDITIONS DECREASE THE RATE OF PERCOLATION AND DRAINAGE RUNOFF.
- INDIVIDUAL PROPERTY OWNERS SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF VEGETATION IN ANY DRAINAGE SWALE LOCATED ON INDIVIDUAL LOTS.
- MAINTENANCE OF THE DRAINAGE AND RETENTION AREAS IS THE RESPONSIBILITY OF A COMMUNITY DEVELOPMENT DISTRICT WITH JURISDICTION OVER THE LANDS DESCRIBED IN THIS PLAT AND ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, IF SO ESTABLISHED, OR A HOMEOWNERS ASSOCIATION.
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH FLORIDA STATUTE 337.091 (28).
- THE DEVELOPER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL TRACTS UNTIL SUCH TIME AS THE TRACT IS CONVEYED TO A COMMUNITY DEVELOPMENT DISTRICT WITH JURISDICTION OVER THE LANDS DESCRIBED IN THIS PLAT AND ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, IF SO ESTABLISHED, OR A HOMEOWNERS ASSOCIATION.

HIGHLAND MEADOWS PHASE ONE

A REPLAT OF TRACTS 3 THRU 5, 12 THRU 16 AND A PORTION OF TRACT 17, FLORIDA DEVELOPMENT COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 60 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA IN SECTION 09, TOWNSHIP 27 SOUTH, RANGE 27 EAST, CITY OF DAVENPORT, POLK COUNTY, STATE OF FLORIDA

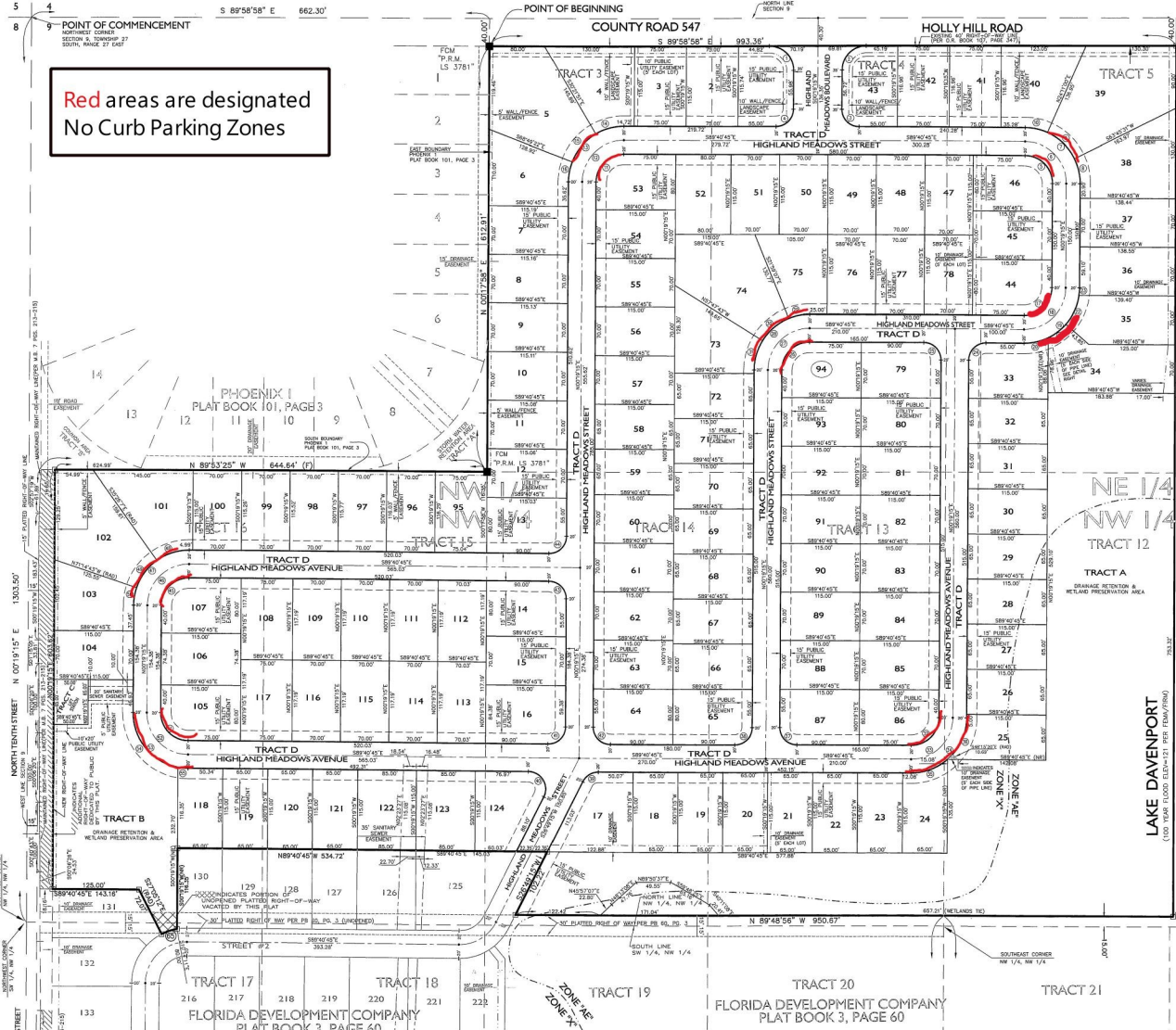
PLAT BOOK 136 PAGE 20
SHEET 2 OF 2



Red areas are designated
No Curb Parking Zones

| CURVE | DELTA | RADIUS | LENGTH | TANGENT | CHORD | BEARING |
|-------|-----------|--------|---------|---------|---------|-------------|
| 1 | 90°00'00" | 35.00' | 55.16' | 35.19' | 49.63' | N44°49'52"W |
| 2 | 89°18'13" | 35.00' | 55.16' | 35.19' | 49.63' | N44°49'52"W |
| 3 | 90°00'00" | 25.00' | 39.27' | 25.00' | 35.36' | S44°40'45"E |
| 4 | 90°00'00" | 25.00' | 39.27' | 25.00' | 35.36' | S44°40'45"E |
| 5 | 90°00'00" | 60.00' | 94.25' | 60.00' | 84.85' | N44°40'45"W |
| 6 | 90°00'00" | 60.00' | 94.25' | 60.00' | 84.85' | N44°40'45"W |
| 7 | 90°00'00" | 80.00' | 125.66' | 80.00' | 113.14' | N45°19'15"E |
| 8 | 26°33'44" | 80.00' | 37.09' | 18.68' | 36.76' | N12°27'37"E |
| 9 | 32°34'11" | 80.00' | 55.25' | 28.78' | 54.71' | N49°01'45"E |
| 10 | 23°51'45" | 80.00' | 33.32' | 16.80' | 33.08' | N77°44'53"E |
| 11 | 90°00'00" | 40.00' | 62.83' | 40.00' | 56.57' | S45°19'15"W |
| 12 | 90°00'00" | 60.00' | 94.25' | 60.00' | 84.85' | S45°19'15"W |
| 13 | 90°00'00" | 80.00' | 125.66' | 80.00' | 113.14' | S45°19'15"W |
| 14 | 30°41'06" | 80.00' | 42.84' | 21.55' | 42.53' | S74°58'42"E |
| 15 | 38°22'41" | 80.00' | 53.70' | 27.50' | 52.70' | S49°24'28"E |
| 16 | 20°51'23" | 80.00' | 29.12' | 14.72' | 28.89' | S10°44'56"E |
| 17 | 90°00'00" | 40.00' | 62.83' | 40.00' | 56.57' | N45°19'15"E |
| 18 | 90°00'00" | 60.00' | 94.25' | 60.00' | 84.85' | N45°19'15"E |
| 19 | 90°00'00" | 80.00' | 125.66' | 80.00' | 113.14' | N45°19'15"E |
| 20 | 23°56'40" | 80.00' | 35.83' | 18.43' | 35.92' | N77°20'53"E |
| 21 | 23°16'08" | 80.00' | 32.49' | 16.47' | 32.27' | N52°44'32"E |
| 22 | 32°27'18" | 80.00' | 45.01' | 23.61' | 45.38' | N62°37'02"E |
| 23 | 74°38'54" | 80.00' | 10.84' | 5.48' | 10.93' | N04°14'13"E |
| 24 | 90°00'00" | 25.00' | 39.27' | 25.00' | 35.36' | S45°19'15"W |
| 25 | 90°00'00" | 25.00' | 39.27' | 25.00' | 35.36' | S45°19'15"W |
| 26 | 90°00'00" | 40.00' | 62.83' | 40.00' | 56.57' | S45°19'15"W |
| 27 | 90°00'00" | 60.00' | 94.25' | 60.00' | 84.85' | S45°19'15"W |
| 28 | 90°00'00" | 80.00' | 125.66' | 80.00' | 113.14' | S45°19'15"W |
| 29 | 22°18'22" | 80.00' | 31.15' | 15.77' | 30.95' | S70°10'38"E |
| 30 | 37°48'36" | 80.00' | 50.00' | 25.85' | 49.19' | S50°00'00"E |
| 31 | 31°53'02" | 80.00' | 44.52' | 22.85' | 43.95' | S16°15'45"E |
| 32 | 90°00'00" | 40.00' | 62.83' | 40.00' | 56.57' | N45°19'15"E |
| 33 | 90°00'00" | 60.00' | 94.25' | 60.00' | 84.85' | N45°19'15"E |
| 34 | 90°00'00" | 80.00' | 125.66' | 80.00' | 113.14' | N45°19'15"E |
| 35 | 41°24'35" | 80.00' | 37.85' | 20.44' | 38.57' | N68°58'35"E |
| 36 | 48°35'29" | 80.00' | 67.84' | 38.11' | 65.83' | N24°36'58"E |
| 37 | 90°00'00" | 40.00' | 62.83' | 40.00' | 56.57' | S45°19'15"E |
| 38 | 90°00'00" | 25.00' | 39.27' | 25.00' | 35.36' | N45°19'15"E |
| 39 | 83°30'00" | 25.00' | 27.71' | 15.47' | 26.51' | S58°34'15"E |
| 40 | 11°30'00" | 25.00' | 16.83' | 8.40' | 42.92' | N31°28'45"E |
| 41 | 90°00'00" | 25.00' | 39.27' | 25.00' | 35.36' | N45°19'15"E |
| 42 | 90°00'00" | 25.00' | 39.27' | 25.00' | 35.36' | S44°40'45"E |
| 43 | 90°00'00" | 25.00' | 39.27' | 25.00' | 35.36' | S44°40'45"E |
| 44 | 90°00'00" | 25.00' | 39.27' | 25.00' | 35.36' | S45°19'15"E |
| 45 | 90°00'00" | 60.00' | 94.25' | 60.00' | 84.85' | S45°19'15"W |
| 46 | 90°00'00" | 80.00' | 125.66' | 80.00' | 113.14' | S45°19'15"W |
| 47 | 90°00'00" | 60.00' | 94.25' | 60.00' | 84.85' | S45°19'15"W |
| 48 | 39°45'22" | 80.00' | 49.93' | 25.81' | 49.12' | S72°28'34"E |
| 49 | 35°48'56" | 80.00' | 50.00' | 25.85' | 49.19' | S50°00'00"E |
| 50 | 26°25'02" | 80.00' | 44.52' | 22.85' | 43.95' | S16°15'45"E |
| 51 | 90°00'00" | 40.00' | 62.83' | 40.00' | 56.57' | S44°40'45"E |
| 52 | 90°00'00" | 60.00' | 94.25' | 60.00' | 84.85' | S44°40'45"E |
| 53 | 90°00'00" | 80.00' | 125.66' | 80.00' | 113.14' | S44°40'45"E |
| 54 | 72°38'26" | 80.00' | 11.97' | 6.47' | 10.22' | S32°24'03"E |
| 55 | 63°33'26" | 80.00' | 14.74' | 7.36' | 14.72' | S36°24'03"E |
| 56 | 18°51'02" | 80.00' | 23.53' | 11.85' | 23.44' | S71°20'19"E |

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL
DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL
IN NO CIRCUMSTANCES BE SUPPLEMENTED IN AUTHORITY BY ANY OTHER
GRAPHIC OR DIGITAL FORM OF THE PLAT.
THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON
THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.



McVAY-WOOD & ASSOCIATES, INC.
1501 W. 10TH AVE., SUITE 200
DAVENPORT, FL 33606
(850) 896-2500
FAX: (850) 896-2501
www.mvaywood.com
STATE OF FLORIDA AUTHORIZATION FOR
SURVEYING AND MAPPING BUSINESS - LB 7001
KENNETH W. THOMPSON
REGISTRATION NO. 4089

NOTES AND LEGEND

- PCP - PERMANENT CONTROL POINT - SET
- INAIL AND DOW POST LB-7454 - UNLESS OTHERWISE NOTED
- PRM - PERMANENT REFERENCE MONUMENT - SET
- 4" x 4" CONCRETE MONUMENT AND CAP "PRM LB-7454"
- FCM - FOUND CONCRETE MONUMENT AS NOTED
- BEARINGS BASED ON NORTH BOUNDARY OF SECTION 9 BEING ASSUMED S-89°38'55"W - E 132°12'36"E - BETWEEN FOUND FIELD MONUMENTATION.

HIGHLAND MEADOWS PHASE TWO

A REPLAT OF TRACTS 17 THRU 20, 29 THRU 32 AND A PORTION OF TRACTS 14 THRU 16, FLORIDA DEVELOPMENT COMPANY, AS RECORDED IN PLAT BOOK 3, PAGE 60 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA IN SECTION 09, TOWNSHIP 27 SOUTH, RANGE 27 EAST, CITY OF DAVENPORT, POLK COUNTY, STATE OF FLORIDA

PLAT BOOK 138 PAGE 46
SHEET 2 OF 2



12 - CURVE - SEE CURVE DATA
(R) - AND
(C) - CENTERLINE
(NW) - NON-RADIAL
PB - PLAT BOOK
PDS/PDS - PAGE/PAGES

SEE SHEET 1 OF 2 FOR
BOUNDARY PERIMETER
DIMENSIONS AND
SECTION TIES

SURVEYORS NOTES:

- UNLESS OTHERWISE NOTED A 5/8" IRON ROD AND CAP "LB-7454" MONUMENTATION SET AT ALL LOT CORNERS, POINTS OF INTERSECTION, AND CHANGES OF DIRECTION OF LINE WITHIN THE SUBDIVISION WHICH DO NOT REQUIRE A PRM OR PCP.
- THIS PLAT IS BASED ON A RECENT SURVEY MADE UNDER MY DIRECTION AND SUPERVISION IN COMPLIANCE WITH CHAPTER 173, FLORIDA STATUTES.
- P.C.P.'S SET IN AN IMPERVIOUS SURFACE ARE A P.K.-INAIL AND DOW "LB-7454" - UNLESS OTHERWISE NOTED
- LANDS IN THE VICINITY OF THE DRAINAGE/RETENTION AREAS AND SWALES MAY BE SUBJECT TO TEMPORARY STANDING WATER WHEN CONDITIONS DECREASE THE RATE OF PERMANENT DRAINAGE RUNOFF.
- PROPERTY OWNERS ARE RESPONSIBLE FOR MAINTENANCE OF VEGETATION IN THE RETENTION AREAS AND DRAINAGE SWALES AND THE DESIGN IS TO BE LEFT UNCHANGED.
- ALL PLATTED UTILITY EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH FLORIDA STATUTE 387.001 (28).
- THE DEVELOPER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL TRACTS UNTIL SUCH TIME THAT A HOME OWNED ASSOCIATION IS FORMED AND MORE RESPONSIBLE FOR SUCH MAINTENANCE.

WETLANDS 'A' TABLE

| LINE | LENGTH | BEARING |
|-------|--------|--------------|
| WB-8 | 42.857 | N42°11'08"W |
| WB-9 | 63.23 | N86°23'35"W |
| WB-10 | 60.96 | N87°19'14"W |
| WB-11 | 78.81 | N82°27'22"E |
| WB-12 | 47.25 | N87°19'44"W |
| WB-13 | 35.12 | N81°20'44"W |
| WB-14 | 23.18 | N101°05'05"W |
| WB-15 | 134.25 | N84°58'00"E |
| WB-16 | 61.84 | N89°41'32"E |
| WB-17 | 88.02 | N82°35'27"E |
| WB-18 | 50.81 | N64°07'29"E |
| WB-19 | 97.95 | N83°44'16"W |
| WB-20 | 55.88 | N70°45'47"W |
| WB-21 | 38.32 | N85°20'49"W |
| WB-22 | 49.65 | N77°39'19"W |
| WB-23 | 31.58 | N77°38'50"W |
| WB-24 | 44.16 | N00°43'32"W |

WETLANDS 'B' TABLE

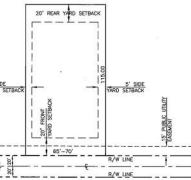
| LINE | LENGTH | BEARING |
|-------|--------|-------------|
| WB-1 | 81.85 | N87°37'45"W |
| WB-2 | 49.65 | N75°54'11"W |
| WB-3 | 48.78 | N63°28'11"W |
| WB-4 | 46.96 | N30°43'38"W |
| WB-5 | 49.81 | N08°37'28"W |
| WB-6 | 37.10 | N83°37'21"W |
| WB-7 | 41.47 | N35°12'37"E |
| WB-8 | 34.89 | N05°29'07"E |
| WB-9 | 49.81 | N08°37'28"W |
| WB-10 | 46.30 | N52°12'32"E |
| WB-11 | 49.63 | N37°43'38"W |
| WB-12 | 56.12 | N07°45'28"W |
| WB-13 | 33.21 | N22°24'05"E |
| WB-14 | 34.43 | N08°09'34"E |
| WB-15 | 42.89 | N03°33'03"E |
| WB-16 | 45.90 | N84°20'31"E |
| WB-17 | 50.46 | N01°19'19"E |
| WB-18 | 55.79 | N89°39'25"W |
| WB-19 | 59.08 | N84°20'59"W |
| WB-20 | 18.44 | N48°17'57"W |
| WB-21 | 54.01 | N52°15'44"W |
| WB-22 | 37.76 | N69°35'18"W |
| WB-23 | 88.33 | N81°26'02"E |

WETLANDS 'C' TABLE

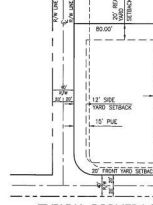
| LINE | LENGTH | BEARING |
|-------|--------|-------------|
| WB-1 | 73.83 | N32°49'45"E |
| WB-2 | 58.65 | N34°22'46"E |
| WB-3 | 72.44 | N32°47'51"E |
| WB-4 | 23.31 | N10°09'45"E |
| WB-5 | 70.24 | N34°27'30"E |
| WB-6 | 83.23 | N31°47'55"E |
| WB-7 | 15.18 | N34°58'37"E |
| WB-8 | 48.24 | N44°38'30"E |
| WB-9 | 76.53 | N47°40'40"E |
| WB-10 | 48.22 | N83°30'08"E |
| WB-11 | 60.89 | N59°03'55"E |
| WB-12 | 42.08 | N89°21'07"W |
| WB-13 | 71.89 | N31°41'06"E |
| WB-14 | 48.58 | N33°27'03"E |
| WB-15 | 87.88 | N44°48'45"E |
| WB-16 | 77.46 | N37°28'10"E |
| WB-17 | 62.58 | N25°27'24"E |
| WB-18 | 56.87 | N38°56'23"E |
| WB-19 | 112.03 | N44°42'38"E |
| WB-20 | 25.00 | N51°00'27"W |
| WB-21 | 30.07 | N00°00'00"E |
| WB-22 | 51.85 | N02°23'01"E |

WETLANDS 'D' TABLE

| LINE | LENGTH | BEARING |
|-------|--------|-------------|
| WB-1 | 73.83 | N32°49'45"E |
| WB-2 | 58.65 | N34°22'46"E |
| WB-3 | 72.44 | N32°47'51"E |
| WB-4 | 23.31 | N10°09'45"E |
| WB-5 | 70.24 | N34°27'30"E |
| WB-6 | 83.23 | N31°47'55"E |
| WB-7 | 15.18 | N34°58'37"E |
| WB-8 | 48.24 | N44°38'30"E |
| WB-9 | 76.53 | N47°40'40"E |
| WB-10 | 48.22 | N83°30'08"E |
| WB-11 | 60.89 | N59°03'55"E |
| WB-12 | 42.08 | N89°21'07"W |
| WB-13 | 71.89 | N31°41'06"E |
| WB-14 | 48.58 | N33°27'03"E |
| WB-15 | 87.88 | N44°48'45"E |
| WB-16 | 77.46 | N37°28'10"E |
| WB-17 | 62.58 | N25°27'24"E |
| WB-18 | 56.87 | N38°56'23"E |
| WB-19 | 112.03 | N44°42'38"E |
| WB-20 | 25.00 | N51°00'27"W |
| WB-21 | 30.07 | N00°00'00"E |
| WB-22 | 51.85 | N02°23'01"E |



TYPICAL LOT LAYOUT



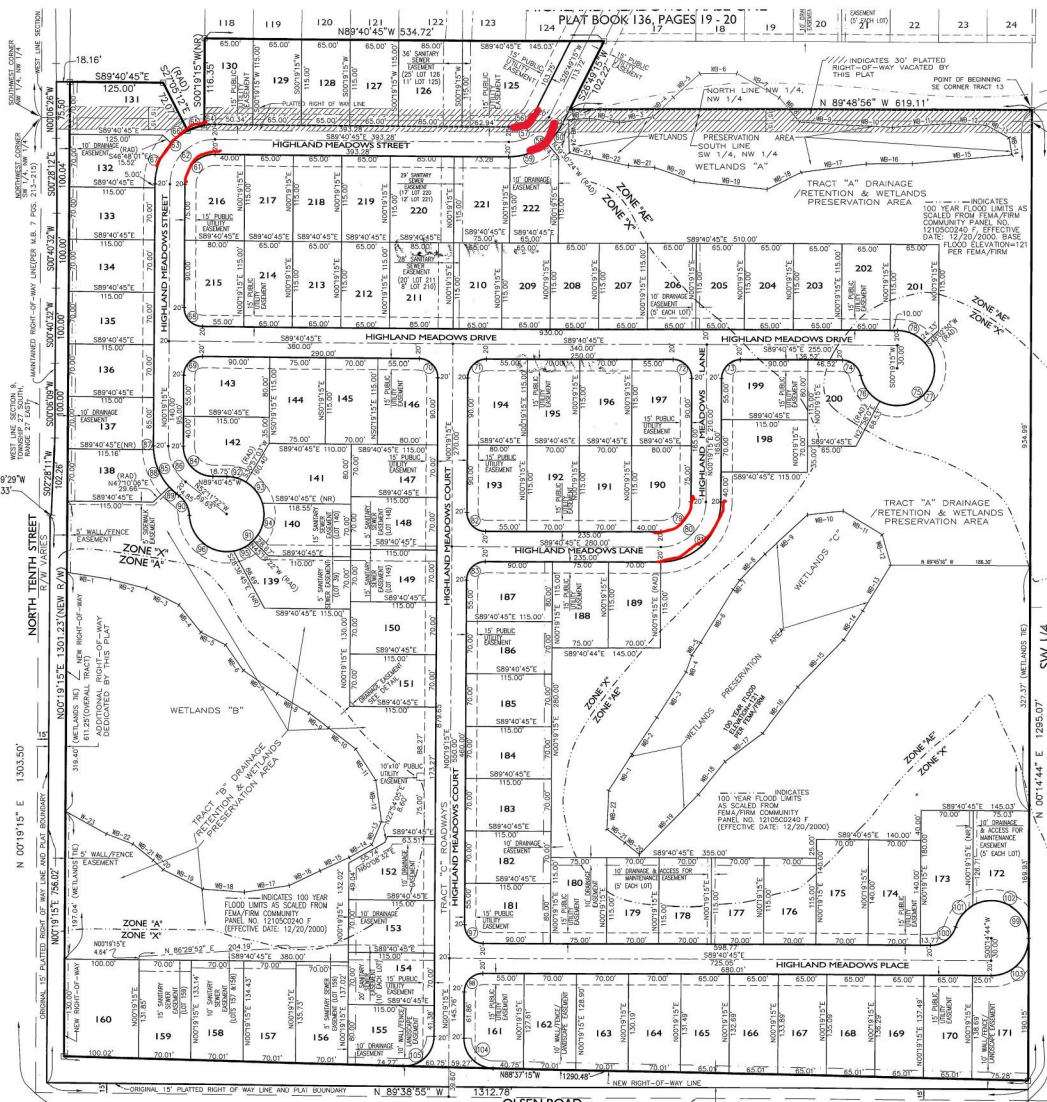
TYPICAL CORNER LOT

WETLANDS PRESERVATION AREA NOTE
PRESERVATION AREA SHALL REMAIN IN ITS NATURAL STATE, BUT WILL RECEIVE DESIGN STORMWATER DRAINAGE. PRESERVATION AREA SHALL NOT BE IMPROVED UNLESS PERMITTED BY THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, OR ITS SUCCESSOR AGENCY.

FLOOD HAZARD WARNING:
USE PROPERTY MAPS FOR REFERENCE TO FLOODING. YOU SHOULD CONTACT THE CITY OF DAVENPORT AND OBTAIN THE LATEST INFORMATION ON FLOOD ELEVATIONS AND RESTRICTIONS BEFORE MAKING PLANS FOR THIS PROPERTY. EVEN MEETING THE CITY OF DAVENPORT'S STANDARDS DOES NOT ENSURE THAT ANY IMPROVEMENTS SUCH AS STRUCTURES, DRAINWAYS, PAVES, SANITARY SEWER SYSTEMS, AND WATER WELLS SYSTEMS WILL NOT BE FLOODED IN CERTAIN RAIN EVENTS.

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED IN THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DRAINAGE EASEMENT DETAIL
SCALE 1"=40'



SECTION 8

SECTION C

*This item will be provided under
separate cover*

SECTION D

SECTION i

Highland Meadows CDD**Action Items****August 2025**

| <u>Date Assigned</u> | <u>Item</u> | <u>Entity or Person(s)</u> <u>Responsible</u> | <u>Status</u> |
|-----------------------------|--|--|---|
| 09.15.2023 | Identify Records Repository in Polk County | District Management | Considering Lake Alfred Library. |
| 09.15.2023 | Review CDD property Tract B in vicinity of 127 Highland Meadows Ct to determine if additional sod should be installed or seeded to deter erosion | Field Manager Joel Blanco | Slope remains stable. Seeding being scheduled with landscape service provider during rainy season. |
| 11.17.2023 | Identify construction plan for boundary property in the vicinity of Highland Meadows Place cul de sac | District Engineer Rey Malave and Chace Arrington | Depending on the construction plans, a proposal for a vegetated/landscape border may be presented at a future meeting (the vegetated border would be a Field Management issue). Field staff providing photographs of nearby community and white vinyl fence for Board review 08.12.2025. |
| 11.17.2023 | Ethics Training | Board Members | Ongoing - for FY2025, will be scheduled as part of regular meeting schedule. First 2025 ethics training completed 06.10.2025 Second ethics training scheduled 08.12.2025. |
| 11.17.2023 | Send CDD Meeting Notice to HOA Manager | District Management/Recording Secretary | Ongoing - for electronic mail distribution to promote attendance at CDD Board Meetings. |
| 05.03.2024 | Update rough costs for milling and resurfacing roads | District Engineer Rey Malave and Chace Arrington | Estimated \$630,000. |
| 08.23.2024 | Review roadway at Highland Meadows Ct | Engineer Chace Arrington and Field Manager Joel Blanco | Dip in road is being monitored. Seems stable. |

| | | | |
|------------|------------------------------------|--|---|
| 11.12.2024 | Amend and Restate Parking Rules | | <p>Public Hearing completed 02.11.2025.</p> <p>Proposal for sign post approved 02.11.2025.</p> <p>Signposts installed April 2025.</p> <p>Parking Rules mailed notice sent to property owners.</p> <p>Vegetated medians at community entrances painting touched up.</p> <p>Signs being further evaluated for compliance with MUTCD.</p> <p>Board approved decorative acorn finials for signs 06.10.2025.</p> <p>Revised signage installation proposal to be considered 08.12.2025.</p> |
|------------|------------------------------------|--|---|

SECTION ii

Highland Meadows
COMMUNITY DEVELOPMENT DISTRICT

Fiscal Year 2025
Check Register

| <i>Date</i> | <i>check #'s</i> | <i>Amount</i> |
|--------------|------------------|---------------------|
| 5/1-5/31 | 100191-100194 | \$12,810.33 |
| 6/1-6/30 | 100195-100205 | \$24,258.92 |
| 7/1-7/31 | 100206-100207 | \$6,655.02 |
| TOTAL | | \$ 43,724.27 |

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK.... AMOUNT # |
|---------------|-------|-----------------------------------|--|-------------|--------|-----------|---------------------------|
| 6/09/25 | 00001 | 4/30/25 55 | 202504 320-53800-49000 | | * | 2,236.11 | |
| | | 4/30/25 56 | 202504 320-53800-49000 | | * | 4,795.00 | |
| | | 4/30/25 57 | 202504 320-53800-49000 | | * | 378.74 | |
| | | | PRESSURE WASH MONUMENTS | | | | |
| | | | INST 10 POSTS WITH SIGNS | | | | |
| | | | REP FENCE/RMV DIRT DRAIN | | | | |
| | | | GMS - CENTRAL FLORIDA, LLC | | | | 7,409.85 100196 |
| 6/09/25 | 00026 | 6/01/25 18244 | 202506 320-53800-46200 | | * | 2,660.00 | |
| | | | JUN 25 - LANDSCAPE MAINT | | | | |
| | | 6/09/25 06092025 | 202506 300-20700-10000 | | * | 2,952.28 | |
| | | | TRANSFER OF TAX RECEIPTS | | | | |
| | | 6/01/25 18244 | 202506 320-53800-46200 | | V | 2,660.00- | |
| | | | JUN 25 - LANDSCAPE MAINT | | | | |
| | | 6/09/25 06092025 | 202506 300-20700-10000 | | V | 2,952.28- | |
| | | | TRANSFER OF TAX RECEIPTS | | | | |
| | | | HIGHLAND MEADOWS CDD | | | | .00 100197 |
| 6/09/25 | 00026 | 6/09/25 06092025 | 202506 300-20700-10000 | | * | 2,952.28 | |
| | | | TRANSFER OF TAX RECEIPTS | | | | |
| | | | HIGHLAND MEADOWS CDD | | | | 2,952.28 100198 |
| 6/09/25 | 00028 | 6/01/25 18244 | 202506 320-53800-46200 | | * | 2,660.00 | |
| | | | JUN 25 - LANDSCAPE MAINT | | | | |
| | | | PRINCE & SONS INC. | | | | 2,660.00 100199 |
| 6/17/25 | 00019 | 6/10/25 REPL 500 | 202506 300-36900-10000 | | * | 159.70 | |
| | | | REPLC CK 50012 | | | | |
| | | 6/10/25 REPL 500 | 202506 300-36900-10000 | | V | 159.70- | |
| | | | REPLC CK 50012 | | | | |
| | | | ERIC CHENOWITH | | | | .00 100200 |
| 6/17/25 | 00018 | 6/10/25 REPL 500 | 202506 300-36900-10000 | | * | 159.70 | |
| | | | REPL CK 50011 | | | | |
| | | 6/10/25 REPL 500 | 202506 300-36900-10000 | | V | 159.70- | |
| | | | REPL CK 50011 | | | | |
| | | | CINDY CHENOWITH | | | | .00 100201 |
| 6/24/25 | 00001 | 6/01/25 58 | 202506 320-53800-34000 | | * | 625.00 | |
| | | | JUN 25 - FIELD MANAGEMENT | | | | |
| | | 6/01/25 59 | 202506 310-51300-34000 | | * | 2,916.67 | |
| | | | JUN 25 - MGMT FEES | | | | |
| | | 6/01/25 59 | 202506 310-51300-49500 | | * | 100.00 | |
| | | | JUN 25 - WEBSITE ADMIN | | | | |
| | | 6/01/25 59 | 202506 310-51300-35100 | | * | 150.00 | |
| | | | JUN 25 - IT | | | | |
| | | | HLMD HIGHLAND MEADO PPOWERS | | | | |

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK.... AMOUNT # |
|--------------------|-------|-----------------------------------|--|----------------------------|--------|-----------|---------------------------|
| | | 6/01/25 59 | 202506 310-51300-31300 | | * | 200.00 | |
| | | JUN 25 - DISSEMINATION | | GMS - CENTRAL FLORIDA, LLC | | | 3,991.67 100202 |
| 6/24/25 00026 | | 6/24/25 06242025 | 202506 300-20700-10000 | | * | 2,026.87 | |
| | | TRANSFER OF TAX RECEIPTS | | HIGHLAND MEADOWS CDD | | | 2,026.87 100203 |
| 6/24/25 00003 | | 6/14/25 12476 | 202505 310-51300-31500 | | * | 510.50 | |
| | | MAY 25 - GENERAL COUNSEL | | KILINSKI VAN WYK, PLLC | | | 510.50 100204 |
| 6/24/25 00028 | | 6/16/25 18503 | 202506 320-53800-46500 | | * | 126.05 | |
| | | RPLC SPRAY/NOZZLES/RISERS | | PRINCE & SONS INC. | | | 126.05 100205 |
| 7/16/25 00001 | | 7/01/25 60 | 202507 320-53800-34000 | | * | 624.00 | |
| | | JUL 25 - FIELD MANAGEMENT | | | * | 2,916.67 | |
| | | 7/01/25 61 | 202507 310-51300-34000 | | * | | |
| | | JUL 25 - MGMT FEES | | | * | 100.00 | |
| | | 7/01/25 61 | 202507 310-51300-49500 | | * | | |
| | | JUL 25 - WEBSITE ADMIN | | | * | 150.00 | |
| | | 7/01/25 61 | 202507 310-51300-35100 | | * | | |
| | | JUL 25 - IT | | | * | 200.00 | |
| | | 7/01/25 61 | 202507 310-51300-31300 | | * | | |
| | | JUL 25 - DISSEMINATION | | | * | 4.35 | |
| | | 7/01/25 61 | 202507 310-51300-42500 | | * | | |
| | | JUL 25 - COPIES | | GMS - CENTRAL FLORIDA, LLC | | | 3,995.02 100206 |
| 7/16/25 00028 | | 7/01/25 18772 | 202507 320-53800-46200 | | * | 2,660.00 | |
| | | JUL 25 - LANDSCAPE MAINT | | PRINCE & SONS INC. | | | 2,660.00 100207 |
| TOTAL FOR BANK A | | | | | | 43,724.27 | |
| TOTAL FOR REGISTER | | | | | | 43,724.27 | |

HLMD HIGHLAND MEADO PPOWERS

SECTION iii

Highland Meadows
Community Development District

Unaudited Financial Reporting
July 31, 2025



Table of Contents

| | |
|---|--------------------------------------|
| 1 | <u>Balance Sheet</u> |
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| 3 | <u>Reserve Fund</u> |
| 4 | <u>Debt Service Fund Series 2006</u> |
| 5 | <u>Month to Month</u> |
| 6 | <u>Long Term Debt Report</u> |
| 7 | <u>Assessment Receipt Schedule</u> |

Highland Meadows
Community Development District
Combined Balance Sheet
July 31, 2025

| | <i>General Fund</i> | <i>Reserve Fund</i> | <i>Debt Service Fund</i> | <i>Totals Governmental Funds</i> |
|---|-------------------------|-------------------------|------------------------------|--------------------------------------|
| Assets: | | | | |
| Cash: | | | | |
| Operating Account | \$ 157,679 | \$ - | \$ - | \$ 157,679 |
| Investments: | | | | |
| Money Market Account | 41,250 | - | - | 41,250 |
| Bank of Tampa - ICS | - | - | - | - |
| Bank of Tampa - ICS Reserve | - | - | - | - |
| Series 2006A | | | | |
| Reserve | - | - | 51,043 | 51,043 |
| Revenue | - | - | 31,423 | 31,423 |
| Prepayment | - | - | 4,052 | 4,052 |
| General | - | - | - | - |
| Due from General Fund | - | 50,062 | - | 50,062 |
| Prepaid Expenses | - | - | - | - |
| Deposits | 1,810 | - | - | 1,810 |
| Total Assets | \$ 200,739 | \$ 50,062 | \$ 86,519 | \$ 337,320 |
| Liabilities: | | | | |
| Accounts Payable | \$ 5,705 | \$ - | \$ - | \$ 5,705 |
| Due to Debt Service | - | - | - | - |
| Due to Reserve | 50,062 | - | - | 50,062 |
| Total Liabilities | \$ 55,767 | \$ - | \$ - | \$ 55,767 |
| Fund Balance: | | | | |
| Nonspendable: | | | | |
| Deposits | \$ 1,810 | \$ - | \$ - | \$ 1,810 |
| Restricted for: | | | | |
| Debt Service - Series | - | - | 86,519 | 86,519 |
| Unassigned | 143,162 | 50,062 | - | 193,224 |
| Total Fund Balances | \$ 144,972 | \$ 50,062 | \$ 86,519 | \$ 281,553 |
| Total Liabilities & Fund Balance | \$ 200,739 | \$ 50,062 | \$ 86,519 | \$ 337,320 |

Highland Meadows

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending July 31, 2025

| | Adopted Budget | Prorated Budget Thru 07/31/25 | Actual Thru 07/31/25 | Variance |
|--|--------------------|----------------------------------|-------------------------|-----------------|
| Revenues: | | | | |
| Special Assessments - On Roll | \$ 262,129 | \$ 262,129 | \$ 264,087 | \$ 1,958 |
| Interest Income | - | - | 1,435 | 1,435 |
| Misc. Income | - | - | 634 | 634 |
| Total Revenues | \$ 262,129 | \$ 262,129 | \$ 266,156 | \$ 4,027 |
| Expenditures: | | | | |
| General & Administrative: | | | | |
| Supervisor Fees/FICA | \$ 5,000 | \$ 4,167 | \$ 4,091 | \$ 367 |
| Engineering | 7,500 | 6,250 | 5,434 | 816 |
| Attorney | 15,000 | 12,500 | 14,832 | (2,332) |
| Legal Contingency | 5,000 | 4,167 | - | 4,167 |
| Annual Audit | 3,200 | 3,200 | 3,200 | - |
| Assessment Roll Admin | 5,000 | 5,000 | 5,000 | - |
| Assessment Fee - County | 3,090 | 3,090 | - | 3,090 |
| Dissemination Agent | 2,400 | 2,000 | 2,000 | - |
| Trustee Fees | 4,100 | - | - | - |
| Management Fees | 35,000 | 29,167 | 29,167 | (0) |
| Information Technology | 1,800 | 1,500 | 1,500 | - |
| Postage & Delivery | 100 | 83 | 516 | (433) |
| Insurance General Liability | 6,500 | 6,500 | 6,391 | 109 |
| Legal Advertising | 3,000 | 2,500 | 2,687 | (187) |
| Other Current Charges | 1,000 | 833 | 411 | 483 |
| Website Admin | 1,200 | 1,000 | 1,000 | - |
| Dues, Licenses & Subscriptions | 175 | 175 | 175 | - |
| Total General & Administrative | \$ 99,065 | \$ 82,132 | \$ 76,403 | \$ 6,080 |
| Field | | | | |
| Field Management | \$ 7,500 | \$ 6,250 | \$ 6,249 | \$ 1 |
| Electric | 858 | 715 | 649 | 66 |
| Streetlighting | 12,000 | 10,000 | 9,399 | 601 |
| Water | 6,500 | 5,417 | 4,640 | 777 |
| Property Insurance | 5,000 | 4,167 | 2,428 | 1,739 |
| General Repairs & Maintenance | 9,000 | 7,500 | - | 7,500 |
| Landscape Maintenance | 31,920 | 26,600 | 24,070 | 2,531 |
| Landscape Contingency | 9,000 | 7,500 | - | 7,500 |
| Mulch | - | - | - | - |
| Irrigation Repairs | 750 | 625 | 1,698 | (1,073) |
| Contingency | 10,745 | 8,954 | 28,988 | (20,034) |
| Capital Outlay | - | - | - | - |
| Total Field | \$ 93,273 | \$ 77,728 | \$ 78,121 | \$ (394) |
| Total Expenditure | \$ 192,338 | \$ 159,859 | \$ 154,524 | \$ 5,687 |
| Excess (Deficiency) of Revenues over Expenditures | \$ 69,791 | \$ 102,270 | \$ 111,633 | \$ 9,714 |
| Other Financing Sources/(Uses): | | | | |
| Transfer In/(Out) - Capital Reserve | \$ (69,791) | \$ - | \$ - | \$ - |
| Total Other Financing Sources/(Uses) | \$ (69,791) | \$ - | \$ - | \$ - |
| Net Change in Fund Balance | \$ - | \$ 102,270 | \$ 111,633 | \$ 9,714 |
| Fund Balance - Beginning | \$ - | | \$ 33,339 | |
| Fund Balance - Ending | \$ - | | \$ 144,972 | |

Highland Meadows

Community Development District

Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance For The Period Ending July 31, 2025

| | Adopted | Prorated Budget | Actual | |
|--|------------------|-----------------|------------------|-------------|
| | Budget | Thru 07/31/25 | Thru 07/31/25 | Variance |
| Revenues: | | | | |
| Special Assessments - Reserve | \$ - | \$ - | \$ - | \$ - |
| Interest Income | - | - | - | - |
| Total Revenues | \$ - | \$ - | \$ - | \$ - |
| Expenditures: | | | | |
| Capital Outlay | \$ - | \$ - | \$ - | \$ - |
| Total Expenditures | \$ - | \$ - | \$ - | \$ - |
| Excess (Deficiency) of Revenues over Expenditures | \$ - | \$ - | \$ - | \$ - |
| Other Financing Sources/(Uses): | | | | |
| Transfer In/(Out) | \$ 69,791 | \$ - | \$ - | \$ - |
| Total Other Financing Sources/(Uses) | \$ 69,791 | \$ - | \$ - | \$ - |
| Net Change in Fund Balance | \$ 69,791 | \$ - | \$ - | \$ - |
| Fund Balance - Beginning | \$ - | | \$ 50,062 | |
| Fund Balance - Ending | \$ 69,791 | | \$ 50,062 | |

Highland Meadows
Community Development District
Debt Service Fund Series 2006A
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending July 31, 2025

| | Adopted | Prorated Budget | Actual | |
|--|------------------|------------------|--------------------|--------------------|
| | Budget | Thru 07/31/25 | Thru 07/31/25 | Variance |
| Revenues: | | | | |
| Special Assessments - On Roll | \$ 87,048 | \$ 87,048 | \$ 90,545 | \$ 3,497 |
| Interest Income | - | - | 3,976 | 3,976 |
| Total Revenues | \$ 87,048 | \$ 87,048 | \$ 94,521 | \$ 7,473 |
| Expenditures: | | | | |
| Interest Expense - 11/01 | \$ 20,350 | \$ 20,350 | \$ 20,350 | \$ - |
| Interest Expense - 05/01 | 20,350 | 20,350 | 20,350 | - |
| Principal Expense - 05/01 | 45,000 | 45,000 | 45,000 | - |
| Special Call - 05/01 | - | - | 25,000 | (25,000) |
| Total Expenditures | \$ 85,700 | \$ 85,700 | \$ 110,700 | \$ (25,000) |
| Excess (Deficiency) of Revenues over Expenditures | \$ 1,348 | \$ 1,348 | \$ (16,179) | \$ (17,527) |
| Net Change in Fund Balance | \$ 1,348 | \$ 1,348 | \$ (16,179) | \$ (17,527) |
| Fund Balance - Beginning | \$ 43,488 | | \$ 102,698 | |
| Fund Balance - Ending | \$ 44,836 | | \$ 86,519 | |

Highland Meadows
Community Development District
Month to Month

| | Oct | Nov | Dec | Jan | Feb | March | April | May | June | July | Aug | Sept | Total |
|--|--------------------|------------------|-------------------|-------------------|--------------------|--------------------|--------------------|--------------------|-------------------|--------------------|-------------|-------------|-------------------|
| Revenues: | | | | | | | | | | | | | |
| Special Assessments - On Roll | \$ - | \$ 13,669 | \$ 235,034 | \$ 2,414 | \$ 4,037 | \$ 1,232 | \$ 1,597 | \$ - | \$ 6,104 | \$ - | \$ - | \$ - | \$ 264,087 |
| Interest Income | 201 | 145 | 141 | 137 | 125 | 138 | 134 | 139 | 135 | 140 | - | - | 1,435 |
| Misc. Income | - | 634 | - | - | - | - | - | - | - | - | - | - | 634 |
| Total Revenues | \$ 201 | \$ 14,448 | \$ 235,175 | \$ 2,551 | \$ 4,162 | \$ 1,370 | \$ 1,731 | \$ 139 | \$ 6,238 | \$ 140 | \$ - | \$ - | \$ 266,156 |
| Expenditures: | | | | | | | | | | | | | |
| General & Administrative: | | | | | | | | | | | | | |
| Supervisor Fees/FICA | \$ - | \$ 861 | \$ - | \$ 215 | \$ 1,077 | \$ - | \$ 861 | \$ - | \$ 1,077 | \$ - | \$ - | \$ - | \$ 4,091 |
| Engineering | 62 | - | 360 | 353 | 3,034 | 1,035 | 590 | - | - | - | - | - | 5,434 |
| Attorney | 149 | 3,802 | 374 | 449 | 4,272 | 689 | 1,931 | 511 | 2,657 | - | - | - | 14,832 |
| Legal Contingency | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Annual Audit | - | - | - | - | - | 3,200 | - | - | - | - | - | - | 3,200 |
| Assessment Roll Admin | 5,000 | - | - | - | - | - | - | - | - | - | - | - | 5,000 |
| Assessment Fee - County | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Dissemination Agent | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | - | - | 2,000 |
| Trustee Fees | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Management Fees | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | 2,917 | - | - | 29,167 |
| Information Technology | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | 150 | - | - | 1,500 |
| Postage & Delivery | - | - | - | - | - | 509 | 6 | 1 | - | - | - | - | 516 |
| Insurance General Liability | 6,391 | - | - | - | - | - | - | - | - | - | - | - | 6,391 |
| Legal Advertising | 1,382 | - | - | 655 | - | - | - | 649 | - | - | - | - | 2,687 |
| Other Current Charges | 25 | 25 | 38 | 25 | 25 | 51 | 25 | 143 | 25 | 29 | - | - | 411 |
| Website Admin | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | - | - | 1,000 |
| Dues, Licenses & Subscriptions | 175 | - | - | - | - | - | - | - | - | - | - | - | 175 |
| Total General & Administrative | \$ 16,551 | \$ 8,055 | \$ 4,138 | \$ 5,064 | \$ 11,774 | \$ 8,850 | \$ 6,780 | \$ 4,670 | \$ 7,125 | \$ 3,396 | \$ - | \$ - | \$ 76,403 |
| Field: | | | | | | | | | | | | | |
| Field Management | \$ 625 | \$ 625 | \$ 625 | \$ 625 | \$ 625 | \$ 625 | \$ 625 | \$ 625 | \$ 624 | \$ 625 | \$ - | \$ - | \$ 6,249 |
| Electric | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 | 65 | - | - | 649 |
| Streetlighting | 926 | 926 | 926 | 926 | 911 | 911 | 968 | 968 | 968 | 968 | - | - | 9,399 |
| Water | 282 | 393 | 341 | 358 | 402 | 620 | 627 | 686 | 451 | 480 | - | - | 4,640 |
| Property Insurance | 2,364 | - | - | - | - | 64 | - | - | - | - | - | - | 2,428 |
| Entry & Wall Maintenance | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Landscape Maintenance | 2,660 | 2,660 | 2,660 | 2,660 | 2,660 | 130 | 2,660 | 2,660 | 2,660 | 2,660 | - | - | 24,070 |
| Mulch | - | - | - | - | - | - | - | - | - | - | - | - | - |
| Irrigation Repairs | 94 | 87 | - | 67 | 98 | 93 | 1,049 | 84 | 126 | - | - | - | 1,698 |
| Contingency | 2,325 | 1,962 | - | 1,558 | 5,284 | 7,490 | 560 | 7,410 | - | 2,400 | - | - | 28,988 |
| Total Field | \$ 9,342 | \$ 6,718 | \$ 4,617 | \$ 6,260 | \$ 10,045 | \$ 9,997 | \$ 6,554 | \$ 12,497 | \$ 4,893 | \$ 7,198 | \$ - | \$ - | \$ 78,121 |
| Total Expenditures | \$ 25,893 | \$ 14,773 | \$ 8,755 | \$ 11,324 | \$ 21,819 | \$ 18,847 | \$ 13,334 | \$ 17,168 | \$ 12,018 | \$ 10,594 | \$ - | \$ - | \$ 154,524 |
| Excess (Deficiency) of Rev. over Exp. | \$ (25,691) | \$ (324) | \$ 226,420 | \$ (8,772) | \$ (17,657) | \$ (17,477) | \$ (11,603) | \$ (17,029) | \$ (5,780) | \$ (10,454) | \$ - | \$ - | \$ 111,633 |
| Other Financing Sources/Uses: | | | | | | | | | | | | | |
| Transfer In/(Out) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Total Other Financing Sources/Uses | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | - |
| Net Change in Fund Balance | \$ (25,691) | \$ (324) | \$ 226,420 | \$ (8,772) | \$ (17,657) | \$ (17,477) | \$ (11,603) | \$ (17,029) | \$ (5,780) | \$ (10,454) | \$ - | \$ - | \$ 111,633 |

Highland Meadows

Community Development District

Long Term Debt Report

| Series 2006A, Special Assessment Bonds | | |
|--|------------------------------|------------------|
| Original Issue Amount: | | \$2,945,000.00 |
| Interest Rate: | 5.50% | |
| Maturity Date: | May 1, 2036 | |
| Reserve Fund Definition | 6.8977% of Bonds Outstanding | |
| Reserve Fund Requirement | \$46,215 | |
| Reserve Fund Balance | 51,043 | |
| Bonds Outstanding - 9/30/2022 | | \$835,000 |
| Less: Principal Payment - 05/01/2023 | | (\$45,000) |
| Less: Principal Payment - 11/01/23 | | (\$5,000) |
| Less: Principal Payment - 05/01/2024 | | (\$45,000) |
| Less: Principal Payment - 05/01/2025 | | (\$45,000) |
| Less: Special Call- 05/01/2025 | | (\$25,000) |
| Current Bonds Outstanding | | \$670,000 |

Highland Meadows
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2025

| | | | | | | | |
|----------------------------|-------------------|----|------------|----|-----------|----|------------|
| ON ROLL ASSESSMENTS | Gross Assessments | \$ | 281,860.08 | \$ | 93,600.00 | \$ | 375,460.08 |
| | Net Assessments | \$ | 262,129.87 | \$ | 87,048.00 | \$ | 349,177.87 |
| | | | 75.07% | | 24.93% | | 100.00% |

| Date | Gross Amount | Discount/ (Penalty) | Commission | Interest | Net Receipts | 2006 | | |
|--------------|----------------------|---------------------|--------------------|------------------|----------------------|----------------------|---------------------|----------------------|
| | | | | | | O&M Portion | Debt Service | Total |
| 11/12/24 | \$ 570.62 | \$ 29.95 | \$ 10.81 | \$ - | \$ 529.86 | 529.86 | - | \$ 529.86 |
| 11/15/24 | 1269.64 | 50.79 | 24.38 | - | 1,194.47 | 1,194.47 | - | 1194.47 |
| 11/19/24 | 10542.84 | 421.74 | 202.42 | - | 9,918.68 | 7,166.84 | 2,751.84 | 9,918.68 |
| 11/26/24 | 7028.56 | 281.13 | 134.95 | - | 6,612.48 | 4,777.91 | 1,834.57 | 6,612.48 |
| 12/06/24 | 34167.80 | 1366.79 | 656.02 | - | 32144.99 | 23,889.45 | 8,255.54 | 32144.99 |
| 12/20/24 | 296581.64 | 11,863.58 | 5,694.36 | - | 279,023.70 | 210,227.63 | 68,796.07 | 279,023.70 |
| 12/27/24 | 5133.42 | 189.15 | 98.89 | - | 4,845.38 | 917.28 | 3,928.10 | 4,845.38 |
| 01/10/25 | 3514.28 | 105.42 | 68.18 | - | 3,340.68 | 2,413.85 | 926.83 | 3340.68 |
| 02/03/25 | 0.00 | 0.00 | - | 521.73 | 521.73 | 391.67 | 130.06 | 521.73 |
| 02/10/25 | 4783.92 | 108.39 | 93.51 | - | 4,582.02 | 3,645.63 | 936.39 | 4582.02 |
| 03/07/25 | 1269.64 | 12.71 | 25.14 | - | 1,231.79 | 1,231.79 | - | 1231.79 |
| 04/11/25 | 2594.15 | 0.00 | 51.88 | - | 2,542.27 | 1,586.77 | 955.50 | 2,542.27 |
| 04/30/25 | - | - | - | 14.04 | 14.04 | 10.54 | 3.50 | 14.04 |
| 06/13/25 | 4,623.95 | - | 92.48 | - | 4,531.47 | 3,401.80 | 1,129.67 | 4,531.47 |
| 06/23/25 | 3,672.41 | \$0.00 | \$73.45 | \$0.00 | 3,598.96 | 2,701.76 | 897.20 | 3,598.96 |
| TOTAL | \$ 375,752.87 | \$ 14,429.65 | \$ 7,226.47 | \$ 535.77 | \$ 354,632.52 | \$ 264,087.25 | \$ 90,545.27 | \$ 354,632.52 |

SECTION 11

Public Records for CDD Supervisors



KILINSKI | VAN WYK



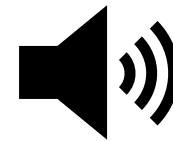
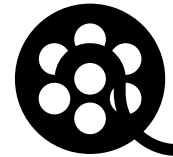


Public Records Law Chapter 119, Florida Statutes

- ▶ Provides a right of access to the records of state and local governments, as well as those of private entities acting on their behalf
- ▶ “It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency.”

Legal Definition of Public Records

- ▶ Section 119.011(12), *Florida Statutes*, defines “public records” to mean “all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.”



What does that mean?

- ▶ The Florida Supreme Court has interpreted this definition to encompass all materials made or received by an agency in connection with official business which are used to perpetuate, communicate or formalize knowledge.
- ▶ Includes, but is not limited to:
 - ▶ Written documents
 - ▶ Tapes
 - ▶ Photos/Filming
 - ▶ Social Media
 - ▶ Sound recordings
 - ▶ Data processing software
 - ▶ Texts



Who is covered?

- ▶ Units of government (“agencies” under the statute); and
- ▶ Any “public or private agency, person, partnership, corporation, or business entity acting on behalf of any public agency”
 - ▶ Advisory boards
 - ▶ Private entities acting “on behalf of” a unit of government

What does it mean to act “on behalf of”?

► Totality of the circumstances test:

- 1) the level of public funding;
- 2) commingling of funds;
- 3) whether the activity was conducted on publicly owned property;
- 4) whether the contracted services are an integral part of the public agency's chosen decision-making process;
- 5) whether the private entity is performing a governmental function or a function which the public agency otherwise would perform;
- 6) the extent of the public agency's involvement with, regulation of, or control over the private entity;
- 7) whether the private entity was created by the public agency;
- 8) whether the public agency has a substantial financial interest in the private entity;
- 9) for whose benefit the private entity is functioning

► Delegation of functions test:

- Is the private entity providing services in place of the public agency?
- Is it relieving the public body of performing a public obligation?
 - Ex. Fire services, operating a jail, towing company



Examples of District Records



Drafts and Notes



There is no “unfinished business” exception.



Drafts and notes are generally public records.



Applies to “any material prepared in connection with official agency business which is intended to perpetuate, communicate, or formalize knowledge of some type.”



EXCEPTION: Preliminary drafts or notes prepared for the personal use of the writer may constitute mere “precursors” of public records if they are not intended to be the final evidence of the knowledge recorded.

Electronic/ Computer Records



No exception just because information is stored electronically



Emails

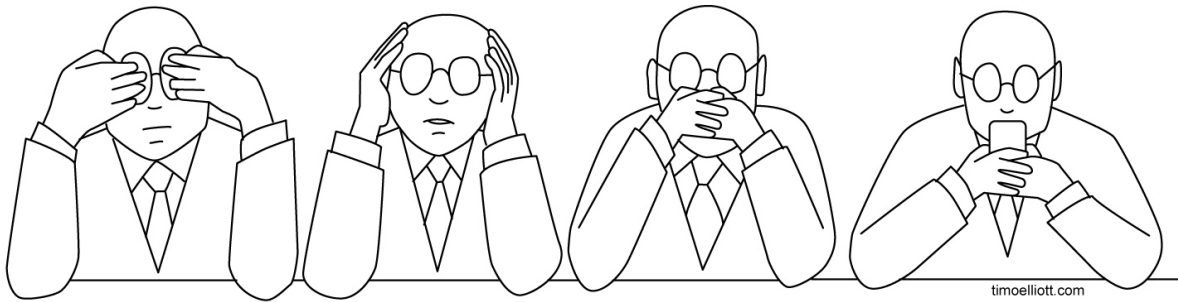


Social media postings (more on that later)



Text Messages

Social Media



See no evil, hear no evil, speak no evil, tweet no evil...

- ▶ Social media posts and direct messages made and sent by a Supervisor about District business are public records!
- ▶ Safest method (and our recommendation): DO NOT use social media to communicate about District matters.
- ▶ But, if you insist:
 - ▶ Do not rely on the social media platform to maintain the records.
 - ▶ Keep a screenshot of every post, comment, and message and send to District Manager for preservation.
 - ▶ DO NOT delete comments, messages, or posts about District business.

Attorney-Client Records



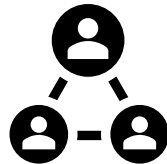
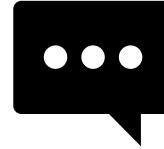
The Public Records Act applies to communications between attorneys and governmental agencies!



Attorney work product is also a public record, with limited exceptions.

Other examples

- ▶ Ballots
- ▶ Electronic databases and files
- ▶ Emails and email addresses
- ▶ Text messages
- ▶ Social media posts and messages
- ▶ Financial records
- ▶ Audit reports
- ▶ Budgets
- ▶ Utility payment records
- ▶ Amenity incident reports
- ▶ Employee evaluations
- ▶ Home addresses, telephone numbers, photographs, and dates of birth of public officers and employees (except for judges, law enforcement, and others identified in statute)
- ▶ Salary records (except for bank account information)



Pop Quiz!

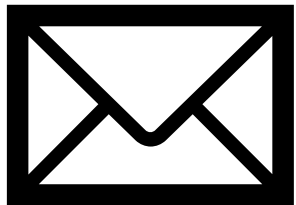
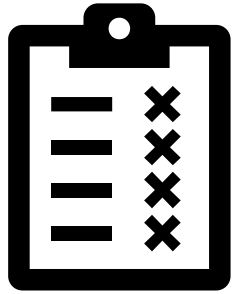
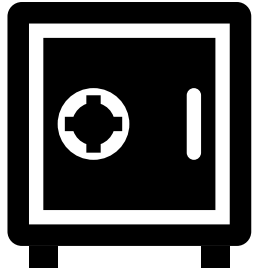
Which of these is NOT a public record?

- ▶ A. A memo from District Counsel to the Board describing options for evaluating RFP documents.
- ▶ B. Photographs of landscaping deficiencies taken by a supervisor and given to the District Manager for corrective action.
- ▶ C. A list of email addresses for community “e-blasts.”
- ▶ **D.** Supervisor notes made to remember certain matters, and which are not shown to anyone else.

Exemptions

- ▶ Exemptions are strictly construed!
- ▶ Exempt = do not have to disclose it (may be waived)
- ▶ Confidential and exempt = **CANNOT** disclose, except as listed in statute, **and** must take steps to protect the information.
- ▶ Examples:
 - ▶ Bank account, debit and credit card numbers;
 - ▶ Certain personnel records (i.e. certain direct deposit information, employee drug test results, identifying employee medical information); and
 - ▶ Social security numbers.



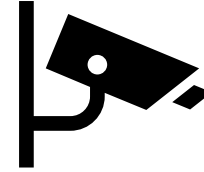
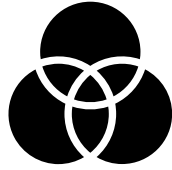


Exempt: Sealed Bids

- ▶ Sealed bids are exempt until notice of an intended decision or until 30 days after opening, whichever is earlier.
- ▶ If all bids are rejected and District gives notice of intent to rebid, rejected bids are exempt until notice of an intended decision or until withdrawal of the reissued competitive solicitation (maximum of 12 months from initial rejection).
- ▶ Also exempt: Financial statements required to be submitted as part of a sealed bid, if the bidder proactively asserts the exemption!



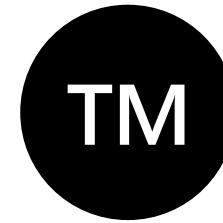
Confidential and Exempt: Security System Records and Blueprints



- ▶ The term “security or firesafety system plan” includes: records relating directly to the physical security or firesafety of the facility or revealing security or firesafety systems; threat assessments conducted by an agency or private entity; threat response plans; emergency evacuation plans; sheltering arrangements; or security or firesafety manuals.
 - ▶ Example: District video footage that reveals information about the security system.

Confidential and Exempt: Trade Secrets

- ▶ Trade Secret = information, including a formula, pattern, compilation, program, device, method, technique, or process that:
 - (a) Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and
 - (b) Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.



Pop Quiz! Which of these is exempt from public records disclosure?

- ▶ A. Emails between a CDD supervisor and District Counsel
- ▶ **B.** Video footage of the pool from the CDD's security cameras
- ▶ C. A social media post by a supervisor about the CDD's new plan to enhance the landscaping
- ▶ D. A sealed bid after the CDD has ranked proposals and announced its decision

Providing Public Records



"I don't know how he does it, but trust me, he will find it."

District Manager serves as the public records custodian.

Forward public records requests to District Manager!

No required form for requests - can be written, emailed, verbal, etc.

Anyone can request, even criminals, non-residents, and business and government entities.

No requirement to give a reason for the request.

Can be anonymous - no requirement to give name, address, telephone number.

Providing Public Records - Continued

Must respond in accordance with Florida Statute and generally cannot impose additional requirements for access

No requirement to create new records, only produce existing records

- Not required to reformat existing records or answer questions about records

No exception for records not in the physical custody of the records custodian

Must produce the records requested regardless of the number of records involved or possible inconvenience

Must acknowledge requests promptly and respond in good faith

No required time for response, but “unjustified delays” are impermissible.

No obligation to respond to “standing requests”

Must redact confidential/exempt information and state the basis for the exemption

Fees for Responding to Public Records Requests

Records must be open for inspection without charge, except as otherwise expressly provided by law

Special service charge allowed when the nature or volume of public records to be inspected is such as to require extensive use of information technology resources, or extensive clerical or supervisory assistance, or both

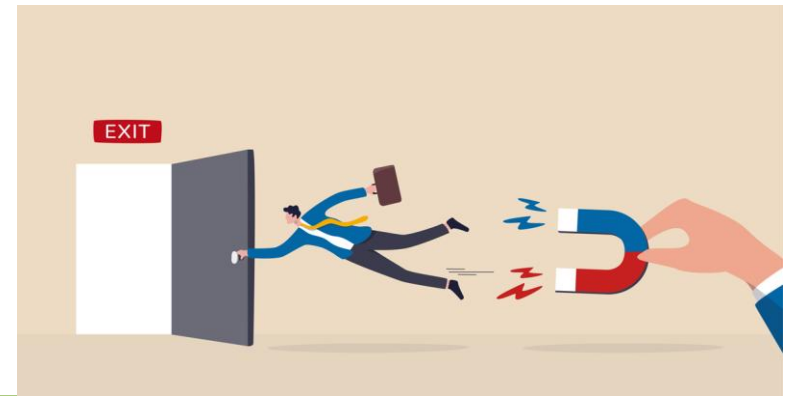
Charge must be reasonable and based on the labor or computer costs actually incurred by the District

- E.g., copying charges, actual hourly rates, etc.

In accordance with statute, payment/deposit is required in advance.

See District's Rules of Procedure

Retention Requirements



All public records should be kept in the buildings in which they are ordinarily used.



Division of Library and Information Services has adopted retention schedules for various records.



Must retain records for time specified; otherwise, records CANNOT be destroyed.



Even applies to confidential and/or exempt records

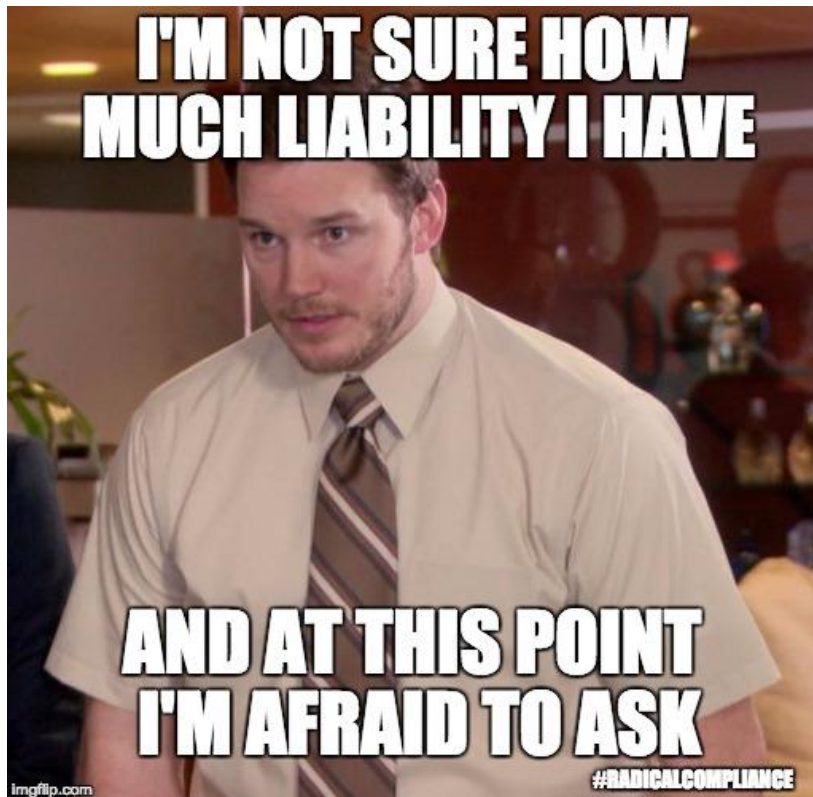


May dispose of duplicate records

May designate paper copies as “duplicate” if you have a true, complete electronic copy of the original.



When in doubt, consult with District Counsel before disposing of public records.



Liability for Unauthorized Disclosure

- ▶ No right to recovery for the District (and Supervisors) negligently maintaining and providing information from public records
- ▶ Potential liability for intentionally communicating public records or their contents to someone outside the District (i.e., Supervisors and staff), unless the person inspecting the records has made a bona fide request to inspect the records or the communication is necessary to the District's transaction of its official business.

Penalties for Other Violations

CIVIL ACTION

- Mandamus to enforce compliance.
 - Mandamus is a “one time order by the court to force public officials to perform their legally designated employment duties.”
- Injunction
- No monetary damages, but the District may be responsible for “reasonable costs of enforcement, including reasonable attorney fees.”

CRIMINAL PENALTIES

- A KNOWING violation:
 - Suspension and removal or impeachment
 - Misdemeanor of the first degree, punishable by possible criminal penalties of one year in prison, or \$1,000 fine, or both
- Other violations:
 - Noncriminal infraction, punishable by fine not exceeding \$500.

Best Practices for Supervisors

Retain

- Retain all hard-copy documents in a separate file so they are easy to retrieve.

Use

- Use a separate email address for District business so there is no confusion about which emails are personal and which are District business.

Avoid

- Avoid using social media for District business, but if you do, save screenshots of all posts and messages and send them to the District Manager for record keeping.

Avoid

- Avoid writing or saying things in email, texts, posts, and direct messages which you would not want to become public.

Forward

- Forward all records requests to the District Manager promptly! Do not attempt to respond on your own, as there may be confidential or exempt material to redact.

Respond

- Promptly respond to all District Manager requests for records in your possession.

The background features abstract geometric shapes in various shades of green and teal. On the left, a dark teal shape extends from the top. On the right, a complex arrangement of overlapping triangles and polygons in shades of green and teal creates a dynamic, layered effect. The central area is a plain white space.

Questions?

Resources



[Chapter 190, Florida Statutes](#)



[Chapter 119, Florida Statutes](#)
("Public Records Act")



[Government in the Sunshine Manual](#)



District's Rules of Procedure



District's Policies