

### **REGULAR MEETING**

## **DATE / TIME:**

**LOCATION:** 

Monday, December 15, 2025 4:30 P.M.

Shamrock First Baptist Church 2661 Marshall Rd.

Haines City, FL 33844



## HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT

c/o Anchor Stone 255 Primera Boulevard, Suite 160 Lake Mary, FL 32746

**Board of Supervisors** 

Highland Meadows II Community Development District.

Dear Supervisors:

A Meeting of the Board of Supervisors of the Highland Meadows II Community Development District is scheduled for Monday, December 15, 2025, at 4:30 P.M. at the Highland Meadows II CDD, Shamrock First Baptist Church, 2661 Marshall Rd., Haines City, FL 33844.

The advanced copy of the agenda for the meeting is attached along with associated documentation for your review and consideration. Any additional support material will be distributed at the meeting.

The agenda items are for immediate business purposes and for the health and safety of the community. Staff will present any reports at the meeting. If you have any questions, please contact me. I look forward to seeing you there.

Sincerely,

### Patricia Thibault

Patricia Thibault, District Manager

CC: District Counsel

District Engineer
District Records



#### HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT

December 15, 2025, 4:30 P.M. Shamrock First Baptist Church 2661 Marshall Rd. Haines City, FL 33844

VIA INTERNET VIA TELEPHONE

TEAMS: LINK\*\*\*

**Meeting ID:** 220 026 443 680 2

Passcode: TL3EW2Xp

CALL IN: +1 323-538-4434
Phone conference ID: 511 147 1#

Mute/Unmute: \*6

### **AGENDA**

For the full agenda packet, please contact <u>HighlandMeadows2@AnchorStoneMgt.com</u>

- I. Call to Order / Roll Call
- II. Audience Comments Agenda Items (limited to 3 minutes per individual)
- **III.** Professional Staff Updates
  - A. Stantec Engineering Project Manager Greg Woodcock
    - 1. Discussion & Status of Permacast Wall Project & Wall Painting
    - 2. Discussion of Concrete Driveway Repair Related to Wall Project <a href="EXHIBIT 1"><u>EXHIBIT 1</u></a>
      Installation (to be discussed/distributed)
    - 3. Installation & Proposal from ADS for 7 Curb Ramps & Mats \$14,700
    - 4. Discussion of Playground Relocation
      - ❖ Refurbishment of Playground \$4,800 **EXHIBIT 3A**
      - ❖ Removal of Playground \$5,500 **EXHIBIT 3B**
      - Discussion of Proposal for Playground Re-Construction (to be discussed/distributed)
  - B. District Attorney Kutak Rock
    - 1. Discussion & Status of Polk Regional Water Cooperative

#### **IV.** Business Matters

	Consideration for Approval: Contract for District Management Services with Haven Management Solutions (Revised to reflect Corporate Address, 15 Meetings and Two Field Service Mo. Visits)	EXHIBIT 4A
	Consideration for Adoption Resolution 2026-01, A Designation of Officers	EXHIBIT 4B
*	Consideration for Adoption Resolution 2026-02. A Designation of Authorized Signors	EXHIBIT 4C

Consideration for Adoption Resolution 2026-03. Designating the Dissemination Agent

EXHIBIT 4D

V.	Field S	Services Report	
	A.	Presentation of the Highland Meadows II Maintenance Inspection Check List	EXHIBIT 5A
	В.	Discussion & Status of Sign Audit (to be distributed)	EXHIBIT 5B
	C.	Consideration for Approval – Cooper Pools Motor - \$3,120	EXHIBIT 5C
	D.	Discussion of Fence Repairs and Individuals Continuing to Jump the Fence	
VI.	Admii	nistrative Matters	
	A.	Consideration for Acceptance– November 2025 Unaudited Financial Statements.	EXHIBIT 6
	В.	Consideration for Approval – Minutes of the Regular Meeting of the Board of Supervisors – November 17, 2025.	EXHIBIT 7
	C.	Discussion of Changes to the Towing Policy – No Parking on Street with Expired Tags or No Tags	
	D.	Consideration for Approval – District Counsel Invoice – November 25, 2025 - \$3,418	EXHIBIT 8
	E.	Consideration for Approval – Requisition 80 – Bond Counsel - \$2,276.80	EXHIBIT 9
	F.	Ratifications:	
		Requisition 79 - Achor Stone Management - \$3,500	EXHIBIT 10
	G.	Consideration for Adoption Resolution 2026-04, General Election Resolution	EXHIBIT 11
	H.	Consideration for Acceptance – Resignation of Supervisor Colon – Seat 5, Term Date 11/2028	EXHIBIT 12
VII.	Distri	ct Manager	
VIII.	Audie	nce Comments – New Business – (limited to 3 minutes per individual)	
		1. Discussion of Street Parking	EXHIBIT 13
IX.	Super	visor Requests	
Х.	Other	Matters to Be Introduced	
		<b>Exempt Security Session</b>	
XI.	Adjou	urnment	
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# EXHIBIT 1 <u>RETURN TO AGENDA</u>



# EXHIBIT 2 <u>RETURN TO AGENDA</u>



#### **ESTIMATE**

Advanced Drainage Solutions P.O. Box 526 Land O Lakes, FL 34639 adsofflorida@gmail.com +1 (813) 568-2891



Bill to

Highland Meadows II

**Estimate details** 

Estimate no.: 1199

Estimate date: 11/13/2025

Job Site Address: Highland Meadows II

	stimate date: 11/13/2025				
#	Product or service	Description	Qty	Rate	Amount
1.	Services	Scope of Work:	7	\$2,100.00	\$14,700.00
		We propose to furnish all labor,			
		materials, and equipment necessary to			
		complete the following:			
		1. Excavation & Preparation			
		<ul> <li>Excavate existing sod and soil within</li> </ul>			
		the designated 5 ft. x 6 ft. slab area.			
		<ul> <li>Grade and compact sub-base to</li> </ul>			
		ensure proper support.			
		2. Forming & Reinforcement			
		<ul> <li>Set concrete forms to dimensions of 5</li> </ul>			
		ft. x 6 ft. at a thickness of 6 inches.			
		<ul> <li>Install reinforcement (if specified in</li> </ul>			
		project plans).			
		3. Concrete Placement			
		<ul> <li>Supply and pour 6-inch thick</li> </ul>			
		concrete slab.			
		<ul> <li>Finish surface to a smooth, broom-</li> </ul>			
		textured finish (or as specified).			
		4. Cleanup & Disposal			
		<ul> <li>Remove all debris, excavated</li> </ul>			
		materials, and formwork.			
		<ul> <li>Haul away and properly dispose of</li> </ul>			
		materials off-site.			
		5. Detectable Warning Strip			
		<ul> <li>Install yellow detectable warning strip</li> </ul>			
		in accordance with project plans and			
		ADA standards.			

• Strip to be installed at the 2 ft. x 5 ft. section on the street side of the sidewalk.

#### Exclusions

- Landscaping or restoration outside of the slab area.
- Permits or inspections (unless otherwise agreed upon).

Total \$14,700.00

Accepted date Accepted by

# EXHIBIT 3A <u>RETURN TO AGENDA</u>



#### **ESTIMATE**



#### **Prepared For**

Highland Meadows 2 CDD 1015 Condor Dr Haines City, FL 33844

**Good Home Services LLC** 

Estimate # 410

Date 11/14/2025

2674 Dixie Lane Kissimmee , FL 34744 Phone: (407) 989-8043

Email: Goodhomeservicesllc@gmail.com

**Description** Total

#### Refurbish playground currently at 1015 Condor

\$4,800.00

This is for labor, paint and replacement of plexiglass at a few of the Games on the playground. Repairs are needed at the climbing ladders (possible replacement may be needed) some of the brackets need ground down through corrosion and repaired.

New swings will be purchased, there are (2) present at one of the fixtures.

The double slide, eventhough weathered it is believed that is it repairable.

The plastic tire tower will be repaired of possible..

\*\* there is a possibility it needs replaced, these tire towers are extremely expensive, if repair is not an option it will be removed

 Subtotal
 \$4,800.00

 Total
 \$4,800.00

By signing this document, the customer agrees to document. It is to be noted that repairs that requipattern that is currently present. Matching texture Services will do its best to match these patterns. best interests in mind while performing work and	uire texturing may not exactly match the texture re patterns can be very difficult, Good Home We at Good Home Services LLC have the your
	Highland Meadows 2 CDD

# EXHIBIT 3B <a href="https://example.com/red/ex



#### **ESTIMATE**



#### **Prepared For**

Highland Meadows 2 CDD 1015 Condor Dr Haines City, FL 33844

**Good Home Services LLC** 

Estimate # 395
Date 10/16/2025

2674 Dixie Lane Kissimmee , FL 34744 Phone: (407) 989-8043

Email: Goodhomeservicesllc@gmail.com

**Description** Total

Remove Playground \$5,500.00

This is for labor to remove the playground at 1015 Condor.

Good Home Services will remove the structures, and the footings of the playground. The black edging around the playground will be left in place, as well as the mulch and benches that are currently there.

When the structures are removed, staking and caution tape will be placed in the area, Good Home Services will not be liable for adding extra soil to where the footers are removed, but will level out the areas as best we can with what is present.

Some equipment will have to be used to help pull out the footers of the structure and will have to roll over the grass in the area to access the playground, Good Home Services will not be liable for damage to the existing grass surrounding the area.

The structures (as currently known) will be hauled off and disposed of.

#### Re-locate playground (additional to the removal)

\$850.00

If the playground is going to be relocated for reinstalling, the structure will be taken down and a set of instructions will be put together as well as all of the hardware will be retained. The structures will be moved to the new location and left for installation.

It is possible there could be damage to parts from the removal stage of this process, Good Home Services will not be liable to replace these parts, and would have to be replaced under the guidance of a qualified person.

Subtotal	\$6,350.00
Total	\$6,350.00
Deposit Due	\$3 175 00

By signing this document, the customer agrees to document. It is to be noted that repairs that requipattern that is currently present. Matching texture Services will do its best to match these patterns. best interests in mind while performing work and	uire texturing may not exactly match the texture re patterns can be very difficult, Good Home We at Good Home Services LLC have the your
	Highland Meadows 2 CDD

# EXHIBIT 4A <u>RETURN TO AGENDA</u>



## AGREEMENT FOR DISTRICT MANAGEMENT SERVICES

**THIS AGREEMENT** ("**Agreement**") is made and effective as of December 16, 2025 ("**Effective Date**"), by and between:

**HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Polk County, Florida, with a mailing address of 1415 Bristol Park Pl, Lake Mary, FL 32746 (the "**District**"); and

HAVEN MANAGEMENT SOLUTIONS, LLC, a Florida limited liability company, with offices located at 255 Primera Blvd, Suite 160 Lake Mary, FL 32746 (hereinafter "Consultant" and together with the District, the "Parties").

#### **RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development Act of 1980, as codified in Chapter 190, *Florida Statutes* (the "**Act**"), and by ordinance adopted by the Board of County Commissioners of Polk County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure;

- WHEREAS, the District wishes to retain an independent contractor to provide professional district management services, all as more particularly described herein and in **Exhibit** A, which is incorporated herein by reference;
- **WHEREAS**, Consultant represents and warrants to the District that it is qualified, capable and willing to provide such services and the District desires to enter into this Agreement with the Consultant for the same; and
- **WHEREAS**, the District and Consultant warrant and agree that they have the 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 stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.
- **SECTION 2. PURPOSE; SCOPE OF SERVICES:** The purpose of this Agreement is for the Consultant to provide professional district management services to the District pursuant to the Act. A brief description of these services is provided below and a detailed description is provided in **Exhibit A** to this Agreement.

- A. <u>Standard On-Going District Management Services ("Standard Services")</u>. The Consultant shall provide the following Standard Services to the District pursuant to this Agreement:
  - 1. **Management** services include the conducting up to 15 board meetings and/or workshops per year, including at least one (1) four (4.0) hour regular board meeting per month, overall administration of District functions, and all required state and local filings, preparation of annual budget, purchasing and risk management;
  - 2. **Administrative** services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, *Florida Statutes*, and the District's adopted Rules of Procedure, preparation and delivery of agenda;
  - 3. **Accounting** services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity;
  - 4. **Assessment Revenue Collection & Reporting** services include all functions necessary for the timely billing, collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. These services include, but are not limited to, assessment roll preparation and certification, direct billings and funding request processing as well as responding to property owner questions regarding District assessments.
  - 5. **Field Management Services** services include oversight of field services maintenance, including managing vendor contracts relating to District facilities and landscape/irrigation maintenance.
  - 6. **Website Administration** Consultant shall ensure that the District's website(s) remain in compliance with all applicable Florida law regarding the content and functionality.
  - 7. **Dissemination Agent** Consultant shall serve as the District's dissemination agent under any District continuing disclosure agreements.
- B. <u>Time Frame.</u> The Standard Services shall be provided on a monthly basis as detailed in this Agreement.
- **SECTION 3.** <u>ADDITIONAL SERVICES.</u> In addition to the Standard Services described above, or in any addendum executed between the Parties, the District may, from time to time, require additional services from the Consultant. Any services not specifically provided for in the scope of services described herein or in Exhibit A, or necessary to carry out the services as

described herein, as well as any changes in the scope requested by the District, will be considered additional services ("Additional Services"). Additional services must be authorized by the District prior to being provided by Consultant. Such Additional Services may include, but are not limited to:

- A. Meetings: Extended meetings (beyond four (4.0) hours in length), continued meetings, special/additional meetings, and/or workshops in excess of the 15 meetings or workshops per year allocated for herein;
- B. Financial Reports: modifications and certifications to special assessment allocation report; true-up analysis;
- C. Bond Issuance Services: preparation of the special assessment allocation report, testimony at the required bond validation court hearing, certifications, closing documents and statutorily required mailings
  - D. Amendment to District boundary;
  - E. Grant Applications;
  - F. Escrow Agent;
- G. Community Mailings, e.g. memos, notifications of rules changes, operations and maintenance assessment notices, etc.;
- H. Extraordinary public records requests that are extensive in nature, as defined by District's adopted Rules of Procedure, requiring significant effort to fulfill.

If any Additional Services are required or requested, the Consultant will provide a detailed description of these services and fees for such services to the District for approval prior to beginning any additional services. The Consultant shall undertake the additional services after the District has issued its written approval, as evidenced by a vote of the Board of Supervisors, of the description and fees for such services to the Consultant. All Additional Services will remain subject to the terms and conditions of this Agreement.

**SECTION 4. LITIGATION SUPPORT SERVICES.** Upon the District's request, the Consultant shall prepare documentation in response to litigation requests and provide necessary expert testimony in connection with litigation involving the subject matter of this Agreement. If the District requires or requests any litigation support services, the Consultant will provide a detailed description of the services and fees for such services to the District for approval prior to beginning any litigation support services. The Consultant shall undertake the litigation support services after the District has issued its written approval of the description and fees for such services to the Consultant.

**SECTION 5.** <u>ADDITIONAL SERVICES PROVIDED TO THIRD PARTIES.</u> These are services requested by third parties such as homeowners, realtors, investors or members of the

media. Such services may include, but are not limited to, estoppel letters, bond prepayment processing, and litigation support. The third party requesting such services shall be responsible for the payment of any fees charged by Consultant for providing those services to the extent authorized by law and the District's Rules of Procedure.

SECTION 6. <u>DISTRICT MANAGER</u>. Throughout the term of this Agreement, Patricia C. Thibault shall serve as the District Manager for the District. If at any time Patricia C. Thibault shall no longer serve as Consultant's District Manager for the District pursuant to this Agreement, Consultant shall consult with the District's Board of Supervisors regarding the succeeding District Manager hereunder. Notwithstanding the prior sentence, both Parties acknowledge that Consultant shall be acting as an independent contractor under this Agreement and any District Manager provided by Consultant, including Patricia C. Thibault, is solely employees of Consultant and not employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise, all as further provided in Section 27 of this Agreement, and that nothing in this Section shall prevent or prohibit Consultant from utilizing other members of its staff to assist and/or support Patricia C. Thibault in carrying out the District Manager duties and obligations.

**SECTION 7.** <u>TERM.</u> The initial term of this Agreement commences on December 16, 2025, and continue until September 30, 2026 ("FY 2025 Term"), unless terminated earlier by either party in accordance with the provisions of this Agreement. This Agreement shall automatically renew for additional one-year terms ("Renewal Terms"), unless terminated pursuant to its terms. The Consultant acknowledges that the prices of this Agreement are firm and that the Consultant may change the prices only with the District's written consent, as evidenced by a vote of the District's Board of Supervisors.

#### SECTION 8. FEES AND EXPENSES; PAYMENT TERMS.

#### A. <u>Fees and Expenses.</u>

- 1. A schedule of fees for the services provided pursuant to this Agreement is attached hereto as **Exhibit B** to this Agreement, which is attached hereto and incorporated herein. The District shall pay the Consultant for the services it provides pursuant to this Agreement in accordance with the schedule of fees in **Exhibit B**. For purposes of the Consultant's compensation for services provided pursuant to this Agreement, the District shall compensate the Consultant only for those services provided under the terms of this Agreement.
- 2. Unless otherwise specified by this Agreement, the Consultant will invoice the District for the Consultant's services as soon as may be practicable in advance of each month and in the amounts set forth in **Exhibit B**. The fees for those services which are not being requested at the time this Agreement is approved will be provided to the District at such time as those services are required and requested by vote of the Board of Supervisors. All invoices shall be due and payable by the District within thirty (30) days from the date of receipt of a correctly submitted invoice or as otherwise provided by the Prompt Payment Act, Chapter 218.70,

- Florida Statutes. Invoices not paid within thirty (30) days of presentation shall be charged interest on the balance due at the maximum legally permissible rate.
- 3. Fees for the first three (3) years (i.e., the Initial Term and two (2) Renewal Terms) of the Standard Services described in this Agreement are set forth in Exhibit B; thereafter, fees for the Standard Services may be negotiated annually by the Parties. Any amendment to Standard Services fees must comply with the amendment procedure in this Agreement and must be reflected in the adopted General Fund Budget of the District. The District's adoption of the General Fund Budget shall not constitute the District's consent for payment of any expenses or change in Agreement terms.
- 4. In the event the District authorizes a requested change in the scope of services, Consultant shall submit, in writing to the District, a request for a fee amendment corresponding to the change in services being requested, if it has not already done so. Any change in the scope of requested services and the corresponding fee amendment shall comply with the amendment procedure in this Agreement. Such amendment must be validly executed by the Parties before Consultant is authorized to begin providing services pursuant to the change in scope and the revised fees are adopted.
- 5. For the purposes of this Agreement, an out-of-pocket expense is an unexpected expense that the Consultant or one of its subcontractors, if applicable, incurs during the performance of the Standard Services, as provided in this Agreement. Such out-of-pocket expenses are included in the fees shown in **Exhibit B**. Out-of-pocket expenses incurred in connection with the performance of Additional Services and Litigation Support Services will be subject to reimbursement at cost. These expenses include, but are not limited to, airfare, mileage, transportation/parking, lodging, postage, and copies.

#### B. Payment Terms.

- 1. **Standard Services**. Standard Services will be billed monthly as a fixed fee pursuant to the schedule shown in **Exhibit B**.
- 2. **Additional Services**. Additional Services will either be billed monthly at the Consultant's proposed hourly rate or per occurrence both as authorized by the District and negotiated by the Parties.
- 3. **Litigation Support Services**. Litigation Support Services will be billed monthly on an hourly basis for the hours incurred at the Consultant's proposed hourly rate, as authorized by the District and negotiated by the Parties.
- 4. **Out-of-Pocket Expenses**. Out-of-Pocket expenses not included under the Standard Services of the Consultant will be billed monthly as incurred.

**SECTION 9.** SUSPENSION OF SERVICES FOR NON-PAYMENT. Unless nonpayment is the fault of the Consultant, the Consultant shall have the right to suspend services being provided pursuant to this Agreement if the District fails to pay Consultant's invoices in a timely manner, which shall be construed as thirty (30) days from date of the invoice or as otherwise provided by the Prompt Payment Act, Section 218.70, *Florida Statutes*. Consultant shall notify the District, in writing, at least ten (10) days prior to suspending services.

**SECTION 10. AMENDMENT.** Amendments to, and waivers of, the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Consultant.

#### SECTION 11. <u>RESPONSIBILITIES.</u>

- A. <u>District Responsibilities</u>. The District shall provide for the timely services of its legal counsel, engineer, and any other consultants, contractors, or employees, as required, for the Consultant to perform the duties outlined in this Agreement. Expenses incurred in providing this support shall be the sole responsibility of the District unless specified herein.
- B. <u>Limitations of Responsibilities.</u> To the extent not referenced herein, and to the extent consistent with Section 190.006, *Florida Statutes*, Consultant shall not be responsible for the acts or omissions of any other Consultant or any of its subcontractors, suppliers, or of any other individual or entity performing services as part of this Agreement which are not under the control of the Consultant. Consultant shall not be liable for any damage that occurs from Acts of God, which are defined as those caused by windstorm, hail, fire, flood, hurricane, freezing, or other similar occurrences of nature.

#### **SECTION 12.** TERMINATION. This Agreement may be terminated as follows:

- A. By the District for "good cause" immediately, which shall include, but is not limited to, misfeasance, malfeasance, nonfeasance, or dereliction of duties by the Consultant. Termination for "good cause" shall be effected by written (electronic) notice to Consultant. Consultant shall provide sixty (60) days of services for no charge if terminated by the District for "good cause".
- B. By the Consultant for "good cause" immediately, which shall include, failure of the District to timely pay Consultant for services rendered in accordance with the terms set forth in this Agreement, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for Consultant to undertake any action or implement a policy of the Board which Consultant deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for "good cause" shall be effected by written (electronic) notice to District.
- C. By the Consultant or District, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.
- D. Upon any termination of this Agreement, the Consultant shall be entitled to payment for all services rendered pursuant to this Agreement up until the effective date of the

termination of this Agreement, subject to whatever claims or off-sets the District may have against the Consultant.

E. Upon a provision of notice of termination by either party, Consultant shall, at no additional cost to the District, take all reasonable and necessary actions to provide for an orderly transfer of the books, records, assets, and funds of the District to the District or its designee, which transfer shall begin immediately or as otherwise directed by the District, in the District's sole discretion. In all circumstances, Consultant shall comply with the obligations contained in subsections 119.021(4), Florida Statutes as may be amended from time to time. The Consultant's obligation to transfer the District's books, records, funds, and assets shall survive the termination of this Agreement.

#### SECTION 13. GENERAL TERMS AND CONDITIONS.

- A. The Consultant and its officers, supervisors, staff, and employees shall use due care to protect the property of the District, its residents, and landowners from damage. The Consultant agrees to take steps to repair any damage resulting from the Consultant's activities and work pursuant to the Agreement within twenty-four hours (24) hours.
- B. Dissolution or court declared invalidity of the District shall not relieve the District of compensation due for services theretofore rendered.

SECTION 14. APPLICABLE LAW AND VENUE. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF FLORIDA WITHOUT REFERENCE TO THE PRINCIPLES OF CONFLICT OF LAWS. EXCEPT FOR ACTIONS SEEKING INJUNCTIVE RELIEF (WHICH MAY BE BROUGHT IN ANY APPROPRIATE JURISDICTION), SUITS UNDER THIS AGREEMENT SHALL ONLY BE BROUGHT IN A COURT OF COMPETENT JURISDICTION IN THE COUNTY OF POLK, STATE OF FLORIDA. THIS CHOICE OF VENUE IS INTENDED BY THE PARTIES TO BE MANDATORY AND NOT PERMISSIVE IN NATURE, AND TO PRECLUDE THE POSSIBILITY OF LITIGATION BETWEEN THE PARTIES WITH RESPECT TO, OR ARISING OUT OF, THIS AGREEMENT IN ANY JURISDICTION OTHER THAN THAT SPECIFIED IN THIS SECTION. EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR SIMILAR DOCTRINE OR TO OBJECT TO VENUE WITH RESPECT TO ANY PROCEEDING BROUGHT IN ACCORDANCE WITH THIS SECTION.

#### SECTION 15. <u>INDEMNIFICATION</u>.

A. <u>District Indemnification.</u> To the extent allowable under applicable law (and only to the extent of the limitations of liability set forth in Section 768.28, *Florida Statutes*), except to the extent caused by the negligence, reckless, and/or willful misconduct of the Consultant, the District agrees to indemnify, defend, and hold harmless the Consultant and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses,

including attorney's fees, that Consultant may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the negligent or intentionally wrongful acts or omissions of the District. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the Consultant may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement.

- B. <u>Consultant Indemnification.</u> The Consultant agrees to indemnify, defend, and hold harmless the District and its officers, supervisors, staff, and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorney's fees, that the District may hereafter incur, become responsible for, or be caused to pay out arising out of or relating to the failure to perform under this Agreement or at law, or negligent, reckless, and/or intentionally wrongful acts or omissions of the Consultant. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the District may be entitled and shall continue after the Consultant has ceased to be engaged under this Agreement. Additionally, nothing in this Agreement requires Consultant to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District for any and all percentage of fault attributable to Consultant for claims against the District, regardless of whether the District is adjudged to be more or less than 50% at fault.
- C. <u>Sovereign Immunity; Indemnification Obligations.</u> Nothing herein shall be construed to waive or limit the District's sovereign immunity limitations of liability as provided in Section 768.28, *Florida Statutes*, or other applicable law. Indemnification obligations under this Agreement 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 as ordered.

#### SECTION 16. INSURANCE.

- A. The District shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.
- B. The Consultant shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:
  - 1. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
  - 2. General Liability Insurance with the limit of One Million Dollars (\$1,000,000.00) per each occurrence.
  - 3. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.

- 4. Employment Practices Liability Insurance with limit of Two Million Dollars (\$2,000,000.00) per each occurrence.
- 5. Comprehensive Automobile Liability Insurance for all vehicles used by the Consultant's staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
- C. Except with respect to Professional Liability and Worker's Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. Consultant will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.
- D. If the Consultant fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event the Consultant 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 17.** ASSIGNMENT. Neither the District nor the Consultant may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any assignment attempted to be made by the Consultant or the District without the prior written approval of the other party is void.
- SECTION 18. **COMPLIANCE WITH PUBLIC RECORDS LAWS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Consultant agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Consultant acknowledges that the designated public records custodian for the District is Patricia Thibault ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Consultant 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, and the District's Rules of Procedure; 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 Agreement term and following the Agreement term if the Consultant does not transfer the records to the Public Records Custodian of the District: 4) follow the District's Records Request Policy; and 5) upon completion of the Agreement, transfer to the District or its designee, at no cost, all public records in Consultant's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Consultant, the Consultant 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 Office products, Adobe PDF formats, or the other information technology systems of the District.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 255 PRIMERA BLVD, SUITE 160, LAKE MARY FL 32746, OR BY EMAIL AT PATRICIA@HAVENMGTSOL.COM, OR BY REGULAR MAIL AT 255 PRIMERA BLVD, SUITE 160, LAKE MARY, FL 32746.

**SECTION 19.** <u>NOTICES.</u> All notices, requests, consents and other communications under this Agreement ("Notices") shall be electronic or in writing and delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to the District: Highland Meadows II Community Development District

c/o Haven Management Solutions, LLC

255 Primera Blvd., Suite 160 Lake Mary, Florida 32746 Attn: District Manager

With a copy to: Kutak Rock LLP

107 West College Avenue Tallahassee, Florida 32301 Attn: District Counsel

Email: Kyle.Magee@KutakRock.com

If to the Consultant: Haven Management Solutions, LLC

255 Primera Blvd, Suite 160 Lake Mary, Florida 32746 Attn: Patricia Thibault

Email: Patricia@havenmgtsol.com

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

in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- **SECTION 20. EFFECTIVE DATE.** This Agreement shall become effective as of the Effective Date first written above and shall remain effective until terminated by either the District or the Consultant in accordance with the provisions of this Agreement.
- **SECTION 21.** <u>HEADINGS FOR CONVENIENCE ONLY.</u> 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. AGREEMENT; CONFLICTS. This instrument, together with accompanying Exhibits A and B, shall constitute the final and complete expression of this Agreement between the District and the Consultant relating to the subject matter of this Agreement. To the extent of any conflict between this instrument and Exhibits A and B this instrument shall control.
- AGAINST THIRD-PARTY INTERFERENCE. A default by either the District or the Consultant 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 damages, injunctive relief, and/or specific performance. In the event that either the District or the Consultant 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. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third-party to this Agreement.
- SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Consultant and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement, express or implied, is intended or shall be construed to confer upon any person or corporation other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Consultant and their respective representatives, successors, and assigns.
- The Consultant shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If the Consultant fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Consultant or any of its agents, servants, employees, or materialmen, or with

respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

**SECTION 26.** ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Consultant as an arm's length transaction. The District and the Consultant participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 27. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Consultant shall be acting as an independent contractor. Neither the Consultant nor employees of the Consultant 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. The Consultant agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Consultant in the performance of this Agreement. The Consultant shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Consultant 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 28. 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 29.** <u>COUNTERPARTS.</u> 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.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties each intend to enter this Agreement, understand the terms set forth herein, hereby agree to those terms, and have executed this Agreement on the Effective Date first written above.

ATTEST:	HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT				
Secretary / Assistant Secretary	Chairperson / Vice Chairperson, Board of Supervisors				
WITNESS:	HAVEN MANAGEMENT SOLUTIONS, LLC				
(Print Name)	By:				
Exhibit A: Scope of Services Exhibit B: Schedule of Fees					

### **Exhibit A: Scope of Services**

### Exhibit B – Schedule of Fees

Haven Management Solutions - Sample Scope of Services - Exhibit A

### **DISTRICT MANAGEMENT – SCOPE OF SERVICES**

#### **MANAGEMENT**

- A. Attend and conduct all regularly scheduled and special Board of Supervisors meetings, Landowners' meetings, continued meetings, hearings and workshops. Arrange for time and location and all other necessary logistics for such meetings, hearings, etc.
- B. Bid proposal should be based on fourteen (14) meetings per year plus one (1) budget workshop for a total of fifteen (15) meetings, each 4 hours in length
- C. Ensure compliance with all statutes affecting the district.
- D. Provide an office location to handle and respond to written, phone or e-mail inquiries from the public.

#### **ADMINISTRATIVE**

- A. Agenda Preparation, record keeping in accordance with Florida law, prepare accurate meeting minutes, filing of records/reports with local/state agencies including the Florida Commission on Ethics, provide administrative support services to the District Manager
- B. Prepare and publish all meeting and workshop notices
- C. Respond to public records requests as required by law and in compliance with the Rules of Procedure and the District's adopted public records policy
- D. Tablets/electronic device for Supervisors use at meetings

#### **ACCOUNTING**

- A. Monthly accounts payable, construction and capital program accounting, monthly production of Unaudited Financial Statements, Filing the Annual Financial Report, Filing the Annual Independent Audit, and other usual and customary accounting services required of CDD's
- B. Budget preparation shall include calculation of operation and maintenance assessments

#### ASSESSMENT ADMINISTRATION SERVICES

- A. Assessment Roll Preparation and Re-amortization schedule, preparing of the assessment roll and the timely submittal of the roll to the tax collector. Certification, direct billing, and funding request processing
- B. Estoppel letters, bond payoff information and other collection related work shall be provided to property owner and realtors. Estoppels will be billed at state approved levels

#### **DISSEMINATION AGENT SERVICES**

- A. Payment made annually in the month of October each year.
- B. Providing the ongoing disclosure requirements and duties listed in the agreements of all series of Bonds issued by the District, facilitating the District's compliance with the Securities and Exchange Commission's Rule 15c2-12(b)(5).

#### ADDITIONAL SERVICES

Additional District Meetings – proposed hourly fee to be charged for each hour past the initial 4-hour meeting timeframe included in the scope of services.

#### HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT

## FIELD MANAGEMENT – SCOPE OF SERVICES

#### **Field Management**

Oversight of vendors, submitting one (1) written monthly Field Services Report, to be included in the Board meeting agenda.

Conduct TWO site visits per month for the purpose of inspecting landscape and pond maintenance in accordance with District's agreements and meeting with District vendors and contractors.

Attend monthly Board meetings, including in person at the request of the Board, to review the monthly Field Services Report with the Board.

Execute the direction from Board meetings related to Field Services, including soliciting proposals, and coordinating field services work.

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# Haven Management Solutions – Schedule of Fees Exhibit B

# Haven Management Solutions - Schedule of Fees

# Fee Schedule & Pricing Overview - District Management - No Increase In Pricing for Three Years

No Increase in Pricing from Prior District Management

TASK	DETAIL	PRICING					
		Year 1		Year 2		Year 3	
	Management	\$	51,800	\$	51,800	\$	51,800
	Asessment Admnistration	\$	5,200	\$	5,200	\$	5,200
	Dissemination Agent	\$	7,000	\$	7,000	\$	7,000
	Field Management	\$	12,000	\$	12,000	\$	12,000
	ANNUAL TOTAL	\$	76,000	\$	76,000	\$	76,000
	MONTHLY FEE	\$	6,333	\$	6,333	\$	6,333
ADDITIONAL SERVICES							
District Management - Hourly Rate for							
additional district meetings or meetings over 4 hours		\$	125	\$	125	\$	125
Field Services Includes (2) On-Sight Vists Per Month							

# EXHIBIT 4B <a href="https://example.com/red/ex



#### **RESOLUTION 2026-01**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the Board of Supervisors of the District (the "Board") desires to designate certain Officers of the District.

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

**SECTION 1**. The following persons are appointed to the offices shown:

Chairperson	Deborah Galbraith
Vice Chairperson	Marilyn Colon-Arce
Secretary	Patricia Thibault
Assistant Secretary	Kristen Anderson
Assistant Secretary	Mario Munoz
Assistant Secretary	Joellen DiBrango
Assistant Secretary	
Assistant Secretary	
Treasurer	Patricia Thibault
Assistant Treasurer	Austin Comings

**SECTION 2.** This Resolution supersedes any prior appointments made by the Board. This Resolution shall become effective December  $16^{th}$ , 2025.

PASSED AND ADOPTED this 15<sup>th</sup> day of December, 2025.

ATTEST:	HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT
Secretary / Assistant Secretary	Chairperson, Board of Supervisors

# EXHIBIT 4C <a href="https://example.com/retails/retails/">RETURN TO AGENDA</a>



#### **RESOLUTION 2026-02**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE DISTRICT MANAGER TO ESTABLISH A LOCAL BANK ACCOUNT AND APPOINT SIGNORS ON THE ACCOUNT; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District's Board of Supervisors desires to establish a local bank account for the District and appoint Patricia Thibault and Austin Comings and \_\_\_\_\_\_ as signors on the account.

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

- 1. **DESIGNATING AUTHORIZED SIGNATORIES.** The District Manager is directed to establish a local bank account at South State Bank for the District. Patricia Thibault and Austin Comings and \_\_\_\_\_\_ shall be appointed as signors on the account.
- 2. **EFFECTIVE DATE.** This Resolution shall take effect December 16, 2025 and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 15<sup>th</sup> day of December, 2025.

ATTEST:	HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT		
Secretary/Assistant Secretary	Chairperson/Vice Chairperson, Board of Supervisors		

# EXHIBIT 4D <u>RETURN TO AGENDA</u>



#### **RESOLUTION 2026-03**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE DISSEMINATION AGENT OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the District previously entered those certain Continuing Disclosure Agreements, dated October 30, 2014, February 16, 2016, March 29, 2017, September 29, 2017 and December 16, 2019 (together, the "CDA"), which contemplate that the District may appoint a Dissemination Agent by filing a written copy of such appointment with the Trustee (as defined in the CDA) and upon written acceptance of such designation by the appointed Dissemination Agent; and

**WHEREAS**, the Board desires to appoint and remove its Dissemination Agent under the CDA.

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

**SECTION 1.** Haven Management Solutions, LLC is hereby appointed as Dissemination Agent under the CDA effective December 16, 2025. This appointment supersedes any appointments of Dissemination Agent made by the Board prior to December 16, 2025. Evidence of acceptance by Anchor Stone Management, LLC of such appointment is provided in that certain *Agreement for District Management Services* between the District and Haven Management Solutions, LLC, a copy of which can be requested from the District.

**SECTION 2.** This Resolution shall take effect on December 16, 2025.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of December 2025.

**ATTEST** 

ATTEST	DEVELOPMENT DISTRICT
Secretary / Assistant Secretary	Chair/Vice Chair, Board of Supervisors

HIGHLAND MEADOWS II COMMUNITY

# EXHIBIT 5A <u>RETURN TO AGENDA</u>



Month: November

Landscape Inspection Items	Score	Max Points Allowed	Points allocated	Notes
Turf - Mow, Hard Edge, & Blow		10	8	
Turf Mow - Pond Banks - No Grass Clumping or Rutting. Mowed on Schedule		10	10	No Ponds
Turf Fertility - Bahia - Naturally dormant (brown) in the winter. Color & Growth Density		15	10	
Turf Fertility - Non Bahia - Color and Growth Density		15	10	
Turf Areas - Weed Control		10	9	
Bed Weed Control		10	7	
		10	9	
Shrub & Plant Pruning & Shape - Deadheading & Appearance			-	
Shrub Fertility & Vitality		10	8	
Debris & Trash Management		10	9	
Total Points Landscape Inspection Items - Failure is Deemed to be at 80%: 80 or lower	80%	100	80	
Other Landscape Maintenance Items Based on Contract Terms				Notes
Turf Fertilizer & Pesticide Management - Applied Pursuant to Months Cited in Contract Terms		10	10	110103
Plant Material Fertilization Management - Applied Pursuant to Contract Terms		10	10	
Tree Pruning - Trees Lifted in Accordance with Contract terms - 10' to 12"		10	10	
=				
Reporting Requirements & District Receipt - Based on Contract Terms		20	10	Only receiving irrigation reports, not landscape
Total Points Other Landscape Items - Failure is at 90%: 45 or lower	80%	50	40	
Other Landscape Supplemental Items				Notes
Annuals - Vigor & Appearance - Planted in Accordnace with Contract Terms Schedule		10	7	
Mulch - Even Distribution - Not greater than 4 " Deep in Accordance with Contract Terms Schedule		10	9	
Total Points Other Landscape Supplmental Items- Failure is at 80%:16 or below	80%	20	16	
	80%			
Pond Inspection Items	80%	20 Max Points Allowed	16 Points allocated	
Pond Inspection Items Pond Algae & Growth - Check for the presence of spkerush, torpedo grass and pennywort.	80%	Max Points Allowed	Points allocated	NA.
Pond Inspection Items  Pond Algae & Growth - Check for the presence of spkerush, torpedo grass and pennywort.  Arrowhead is good plant material	80%	Max Points Allowed	Points allocated	NA NA
Pond Inspection Items  Pond Algae & Growth - Check for the presence of spkerush, torpedo grass and pennywort.  Arrowhead is good plant material  Pond Debris & Trash in Pond and On Pond Bank		Max Points Allowed 50 50	Points allocated 50 50	NA NA
Pond Inspection Items  Pond Algae & Growth - Check for the presence of spkerush, torpedo grass and pennywort.  Arrowhead is good plant material	100%	Max Points Allowed	Points allocated	
Pond Inspection Items  Pond Algae & Growth - Check for the presence of spkerush, torpedo grass and pennywort.  Arrowhead is good plant material  Pond Debris & Trash in Pond and On Pond Bank  Total Points Pond Inspection- Failure is at 80%:80 or below		Max Points Allowed 50 50	Points allocated 50 50	
Pond Inspection Items  Pond Algae & Growth - Check for the presence of spkerush, torpedo grass and pennywort.  Arrowhead is good plant material  Pond Debris & Trash in Pond and On Pond Bank  Total Points Pond Inspection- Failure is at 80%:80 or below  Clubhouse & Amenity Center Inspections		Max Points Allowed 50 50 100	Points allocated 50 50 100	
Pond Inspection Items  Pond Algae & Growth - Check for the presence of spkerush, torpedo grass and pennywort.  Arrowhead is good plant material  Pond Debris & Trash in Pond and On Pond Bank  Total Points Pond Inspection- Failure is at 80%:80 or below  Clubhouse & Amenity Center Inspections  All bathroom toilet bowls are clean		Max Points Allowed 50 50 100	Points allocated  50 50 100	
Pond Inspection Items Pond Algae & Growth - Check for the presence of spkerush, torpedo grass and pennywort. Arrowhead is good plant material Pond Debris & Trash in Pond and On Pond Bank Total Points Pond Inspection- Failure is at 80%:80 or below  Clubhouse & Amenity Center Inspections All bathroom toilet bowls are clean All bathroom Soap and Paper Towel Dispensers are Reasonably Full		Max Points Allowed 50 50 100	Points allocated  50 50 100	
Pond Inspection Items Pond Algae & Growth - Check for the presence of spkerush, torpedo grass and pennywort. Arrowhead is good plant material Pond Debris & Trash in Pond and On Pond Bank Total Points Pond Inspection- Failure is at 80%:80 or below  Clubhouse & Amenity Center Inspections All bathroom toilet bowls are clean All bathroom Soap and Paper Towel Dispensers are Reasonably Full Bathroom Floors Are Clean		Max Points Allowed  50 50 100  10 10 10 10	Points allocated  50 50 100  10  10 10 10	
Pond Inspection Items Pond Algae & Growth - Check for the presence of spkerush, torpedo grass and pennywort. Arrowhead is good plant material Pond Debris & Trash in Pond and On Pond Bank Total Points Pond Inspection- Failure is at 80%:80 or below  Clubhouse & Amenity Center Inspections All bathroom toilet bowls are clean All bathroom Soap and Paper Towel Dispensers are Reasonably Full		Max Points Allowed 50 50 100	Points allocated  50 50 100	
Pond Inspection Items Pond Algae & Growth - Check for the presence of spkerush, torpedo grass and pennywort. Arrowhead is good plant material Pond Debris & Trash in Pond and On Pond Bank Total Points Pond Inspection- Failure is at 80%:80 or below  Clubhouse & Amenity Center Inspections All bathroom toilet bowls are clean All bathroom Soap and Paper Towel Dispensers are Reasonably Full Bathroom Floors Are Clean		Max Points Allowed  50 50 100  10 10 10 10	Points allocated  50 50 100  10  10 10 10	
Pond Inspection Items Pond Algae & Growth - Check for the presence of spkerush, torpedo grass and pennywort. Arrowhead is good plant material Pond Debris & Trash in Pond and On Pond Bank Total Points Pond Inspection- Failure is at 80%:80 or below  Clubhouse & Amenity Center Inspections All bathroom toilet bowls are clean All bathroom Soap and Paper Towel Dispensers are Reasonably Full Bathroom Floors Are Clean All Paper Waste Has Been Thrown Out and Minimum Amount Remains		Max Points Allowed  50 50 100  10 10 10 10 10	Points allocated  50 50 100  10 10 10 10 10	
Pond Inspection Items Pond Algae & Growth - Check for the presence of spkerush, torpedo grass and pennywort. Arrowhead is good plant material Pond Debris & Trash in Pond and On Pond Bank  Total Points Pond Inspection- Failure is at 80%:80 or below  Clubhouse & Amenity Center Inspections All bathroom toilet bowls are clean All bathroom Soap and Paper Towel Dispensers are Reasonably Full Bathroom Floors Are Clean All Paper Waste Has Been Thrown Out and Minimum Amount Remains If On Site Staff - Does Pool Furniture Look Wiped Down		Max Points Allowed  50 50 100  10  10 10 10 10 10	Points allocated  50 50 100  10  10 10 10 10 10	
Pond Inspection Items Pond Algae & Growth - Check for the presence of spkerush, torpedo grass and pennywort. Arrowhead is good plant material Pond Debris & Trash in Pond and On Pond Bank Total Points Pond Inspection- Failure is at 80%:80 or below  Clubhouse & Amenity Center Inspections All bathroom toilet bowls are clean All bathroom Soap and Paper Towel Dispensers are Reasonably Full Bathroom Floors Are Clean All Paper Waste Has Been Thrown Out and Minimum Amount Remains If On Site Staff - Does Pool Furniture Look Wiped Down No Ant Beds Present Pool Appears to Be Cleaned		Max Points Allowed  50 50 100  100  10 10 10 10 10 10 10	Points allocated  50 50 100  100  10 10 10 10 10 8	
Pond Inspection Items Pond Algae & Growth - Check for the presence of spkerush, torpedo grass and pennywort. Arrowhead is good plant material Pond Debris & Trash in Pond and On Pond Bank  Total Points Pond Inspection- Failure is at 80%:80 or below  Clubhouse & Amenity Center Inspections All bathroom toilet bowls are clean All bathroom Soap and Paper Towel Dispensers are Reasonably Full Bathroom Floors Are Clean All Paper Waste Has Been Thrown Out and Minimum Amount Remains If On Site Staff - Does Pool Furniture Look Wiped Down No Ant Beds Present Pool Appears to Be Cleaned Pool Maintenance Logs are Present		10 10 10 10 10 10 10	Points allocated  50 50 100  10 10 10 10 10 8 8 8 10	
Pond Inspection Items Pond Algae & Growth - Check for the presence of spkerush, torpedo grass and pennywort. Arrowhead is good plant material Pond Debris & Trash in Pond and On Pond Bank Total Points Pond Inspection- Failure is at 80%:80 or below  Clubhouse & Amenity Center Inspections All bathroom toilet bowls are clean All bathroom Soap and Paper Towel Dispensers are Reasonably Full Bathroom Floors Are Clean All Paper Waste Has Been Thrown Out and Minimum Amount Remains If On Site Staff - Does Pool Furniture Look Wiped Down No Ant Beds Present Pool Appears to Be Cleaned Pool Maintenance Logs are Present Outside Resrtroom Area Trash Receptacles Appear to be Emptied Regularly		Max Points Allowed  50 50 100  10  10 10 10 10 10 10 10 10 10 10	Points allocated  50 50 100  10  10 10 10 10 10 10 10 10 10 10	
Pond Inspection Items Pond Algae & Growth - Check for the presence of spkerush, torpedo grass and pennywort. Arrowhead is good plant material Pond Debris & Trash in Pond and On Pond Bank  Total Points Pond Inspection- Failure is at 80%:80 or below  Clubhouse & Amenity Center Inspections All bathroom toilet bowls are clean All bathroom Soap and Paper Towel Dispensers are Reasonably Full Bathroom Floors Are Clean All Paper Waste Has Been Thrown Out and Minimum Amount Remains If On Site Staff - Does Pool Furniture Look Wiped Down No Ant Beds Present Pool Appears to Be Cleaned Pool Maintenance Logs are Present		10 10 10 10 10 10 10	Points allocated  50 50 100  10 10 10 10 10 8 8 8 10	

# EXHIBIT 5B RETURN TO AGENDA



# EXHIBIT 5C <u>RETURN TO AGENDA</u>



#### **ESTIMATE**

Cooper Pools Inc CPC1459240 4850 Allen Rd PMB 13 Zephyrhills, FL 33541-3551 info@cooperpoolsinc.com +1 (844) 766-5256



#### Cleaning Commercial Acct: Anchor Stone Management LLC: Highland Meadows II

Bill to Highland Meadows II

255 Primera Blvd Suite 160 Lake City, FL 32746 Ship to Highland Meadows II 1015 Condor Dr Haines City, FL 33844

Estimate details

Estimate no.: 2025-619
Estimate date: 12/02/2025
Expiration date: 01/02/2026

Technician: Hunter

#	Date	Product or service	Description		Qty	Rate	Amount
1.		US Motors 10HP 208-230/460V 3PH 213JMZ ODP EQ SERIES MOTOR	US Motors 10HP 208-230/460V 213JMZ ODP EQ SERIES MOTO INCLUDES PARTS AND LABOR	DR .	1	\$3,120.00	\$3,120.00
				Total		\$	3,120.00
					Expiry date		01/02/2026

Accepted date Accepted by

# EXHIBIT 6 <u>RETURN TO AGENDA</u>



## Highland Meadows II Community Development District

Summary Financial Statements (Unaudited)

November 30, 2025

#### Highland Meadows II Balance Sheet November 30, 2025

		General		Reserve	Debt Service		Capital Project		
1 Assets:		Fund		Fund	Funds		Funds		Total
<del></del>									
2 Cash - Operating Account BU	\$	-	\$	-	\$ -	\$	-	\$	-
3 Cash - Money Market Account		315,026		506,384	-		-		821,410
4 Cash - Money Market Account-Restricted Cash 5 Cash - Operating Account South State		- 86,786		-	-		-		- 86,786
6 Cash - Reserve Fund		80,780		-			-		60,760
7 Investments:									
8 Revenue Trust Fund		_		_	591,531		_		591,531
9 Interest Fund		-		_	-		_		-
10 Debt Service Reserve Fund		-		-	718,250		-		718,250
11 Prepayment Fund		-		-	1,620		-		1,620
12 Optional Redemption		-		-	10		-		10
13 Acquisition and Construction		-		-	-		497,177		497,177
13 On Roll Asssessments Receivable		1,023,189		-	1,193,471		-		2,216,660
14 Accounts Receivable		-		-	-		-		-
15 Due from Other Funds		-		-	-		-		-
16 Due from General Fund		-		-	32,265		15,818		48,083
16 Deposits		2,390		-	-		-		2,390
17 Prepaid Items 18 <b>Total Assets</b>	\$	13,724	\$	506,384	\$ 2,537,146	\$	512,995	Ċ.	13,724
18 Total Assets	Ş	1,441,116	Ş	300,364	\$ 2,557,140	Ş	312,333	Ş '	4,997,640
19 Liabilities:									
20 Accounts Payable	\$	8,849	\$	-	\$ -	\$	-	\$	8,849
21 Sales Tax Payable		10		-	-		-		10
22 Accrued Payable		-		-	-		-		-
23 Deferred Revenue		1,023,189		-	1,193,471				2,216,660
24 Due to Capital Projects		15,818		-	-		-		15,818
25 Due to Debt Service		32,265		-	-		-		32,265
26 Due to Reserve Fund		-		-	-		-		-
27 Fund Balance:									
28 Non-Spendable:		16,114		-	-		-		16,114
29 Assigned		-		506,384	-		-		506,384
30 Unassigned		239,076		-	-		-		239,076
31 Assigned - Two Months Operating Expenditures		141,338		-	-		-		141,338
32 Assigned - Asset Emergency Reserves		50,000							50,000
33 Assigned - FY25 Budgeted Capital Projects		46,674							46,674
34 Restricted		-		-	1,343,675		512,995		1,856,670
35 Net Change in Fund Balance		(132,216)		-	-	_	-		(132,216)
35 <b>Total Liabilities &amp; Fund Balance</b>	\$	1,441,116	\$	506,384	\$ 2,537,146	\$	512,995	\$ <i>4</i>	4,997,640

#### Highland Meadows II General Fund

	Adopted Budget	Budget Year to Date	Actual Year to Date	Variance (Over)/Under Budget
1 Revenues:				
2 Special Assessments	\$ 1,048,025	\$ 104,803	\$ 24,837	\$ (79,965)
3 Interest Income	-	-	4,828	4,828
4 Miscellaneous Revnue	-	-	761	761
5 Fund Balance Forward	10,000	-		(=
6 Total Revenues	1,058,025	104,803	30,427	(74,376)
7 Expenditures:				
8 Financial & Administrative				
9 Supervisor Compensation	24,000	4,000	1,800	2,200
10 District Management	51,800	8,633	8,633	0
11 District Engineer	20,000	3,333	-	3,333
12 Dissimination Agent	7,000	1,167	1,167	0
13 Trustee Fees	26,787	4,465	-	4,465
17 Dues, Licenses & Fees	175	175	175	-
14 Auditing Services	4,000	667	-	667
15 Arbitrage Rebate Calculation	2,700	450	-	450
16 Public Officials Liability Insurance	3,214	3,214	-	3,214
17 Legal Advertising	3,000	500	-	500
18 Website Hosting, Maintenance & Backup	2,015	336	-	336
19 Miscellaneous Fees	-	-	205	(205)
20 Tax Collector/Property Appraiser Fee	22,027	22,027	24,154	(2,127)
21 Postage & Delivery	1,000	167	-	167
22 Assessment Roll	5,200	867	867	(0)
23 Administrative Contingency	6,500	1,083	-	1,083
24 District Counsel	40,000	6,667	3,746	2,921
25 <b>Total Financial &amp; Administrative</b>	219,418	57,750	40,746	17,004
26 Security Operations				
27 Security Services & Patrol	55,000	9,167	12,360	(3,193)
28 Access Control Maintenance & Repair	5,000	833	835	(2)
29 Total Security Operations		10,000	13,195	(3,195)
30 Utilities				
31 Utility Services	28,000	4,667	259	4,408
•		•		•
32 Utility - Streetlights	70,000	11,667	6,774	4,892
33 Utility Services 34 Total Utilities	6,000	1,000	592	408
34 Total Utilities	104,000	17,333	7,625	9,708

### Highland Meadows II

#### **General Fund**

35 Other Physical Environment				
36 Property Insurance	36,000	36,000	33,245	2,755
37 General Liability Insurance	3,625	3,625	3,397	228
38 Landscape Maintenance	192,000	32,000	32,208	(208)
39 Irrigation Maintenance and Repair	16,000	2,667	498	2,169
40 Landscape - Fertilizer	36,000	6,000	-	6,000
41 Landscape Replacement Plants & Shrubs	30,000	5,000	-	5,000
42 Miscellaneous Expenditure	5,000	833	1,200	(367)
43 Maintenance Repairs	11,976	1,996	7,861	(5,865)
44 Sidewalk Maintenance & Repair	8,000	1,333	-	1,333
45 Capital Projects	15,000	2,500	-	2,500
46 Field Services	12,000	2,000	2,000	
47 Total Other Physical Environment	365,601	91,954	80,409	13,545
48 Parks & Recreation				
49 Pool Services Contract	63,600	10,600	10,036	564
50 Amenity Facility Janitorial Service Contract	21,600	3,600	4,400	(800)
51 Telephone, Internet, Cable	3,000	500	380	120
52 Maintenance & Repairs	13,807	2,301	424	1,877
53 Pest Control & Termite Bond	1,500	250	208	42
54 Miscellaneous Expenditure	5,000	833	5,220	(4,387)
55 Office Supplies	500	83	-	83
56 Total Parks & Recreation	109,007	18,168	20,668	(2,500)
57 Total Expenditures before other financing sources (uses)	858,026	195,205	162,643	34,562
58 Other Financing Sources (Uses)				
59 Increase in Asset Reserves	200,000	-	-	-
60 Increase in Emergency Reserves	-	-	-	-
61 Interfund Transfer In	-	-	-	-
62 Interfund Transfer Out	-			
63 Total Other Financing Sources (Uses)	200,000	-	-	-
_				
64 Excess Expenditures Over (Under) Revenues	-	(90,403)	(132,216)	(39,814)
65 Fund Balance - Beginning			493,202	
Increase In Emergency Reserves			-	
Decrease in Fund Balance Forward				
66 Fund Balance - Ending			\$ 360,985	

### Highland Meadows II Capital Reserve Fund

		Actual
	Adopted	Year to
	Budget	Date
1 Revenues:		
2 Interest Earnings	\$ -	\$ -
3 Total Revenues	-	-
4 Expenditures:		
5 Capital Reserves Miscellaneous	-	
6 Total Expenditures before other souces (uses)	-	-
7 Excess Expenditures Over (Under) Revenues	-	-
8 Other Sources (Uses)		
9 Transfer In from General Fund	-	-
10 Transfer out to General Fund		
11 Total Other Sources (Uses)	-	-
12 Fund Balance - Beginning	<u> </u>	506,384
13 Fund Balance - Ending	-	\$ 506,383.57

### Highland Meadows II Debt Service Funds

		Actual
	Adopted	Year to
	Budget	Date
1 Revenues:		
2 Special Assessments	\$ 1,222,442	\$ 28,971
3 Interest	-	12,397
4 Total Revenues	1,222,442	41,368
5 Expenditures:		
6 Administrative		
7 Debt Service Obligation	1,222,442	697,933
8 Total Administrative	1,222,442	697,933
9 Total Expenditures before other souces (uses)	1,222,442	697,933
10 Excess Expenditures Over (Under) Revenues	-	(656,564)
11 Other Sources (Uses)		
12 Transfer In	-	0
13 Transfer Out		
14 Total Other Sources (Uses)	-	-
15 Fund Balance - Beginning		2,000,239
16 Fund Balance - Ending	-	\$ 1,343,676.05

## Highland Meadows II Capital Project Funds

		Actual
	Adopted	Year to
	Budget	 Date
1 Revenues:		
2 Interest	-	\$ 3,711.65
3 Total Revenues	-	3,712
For and thousan		
4 Expenditures:		444.040
5 Requisition Expense	-	111,918
6 Total Administrative	-	111,918
7 Total Expenditures before other souces (uses)	-	111,918
8 Excess Expenditures Over (Under) Revenues	-	(108,207)
9 Other Sources (Uses)		
10 Transfer In	_	
11 Transfer Out	-	-
12 Total Other Sources (Uses)	-	-
13 Fund Balance - Beginning		621,202
14 Fund Balance - Ending	-	\$ 512,994.24

### Highland Meadows II Check Register November 30, 2025

Balance per Book	\$ 86,786.02
Disbursements	(80,787.22)
Receipts	128,808.01
Beginning Balance	\$ 38,765.23
	\$ 86,786.02
Less: Outstanding Checks	(62,384.31)
Plus: Deposits in Transit	-
Balance per Bank Statement	\$ 149,170.33

#### Highland Meadows II Check Register FY2026

Date	Check #	Payee	Memo	Deposit	Disbursement	Balance
9/30/25			Beginning Balance	\$ -	\$ -	\$ 5,187.99
	10/1/25	5100 Anchor Stone Management, LLC	Management Fee		6,333.33	(1,145.34)
	10/1/25	5101 PEREZ-CALHOUN LAW FIRM, P.A.	District Counsel		9,130.00	(10,275.34)
	10/1/25		Funds Transfer	50,000.00		39,724.66
	10/1/25	5102 ECS INTEGRATIONS LLC	camera mgmt		280.00	39,444.66
	10/1/25	5103 ECS INTEGRATIONS LLC	access control		555.00	38,889.66
	10/1/25	5104 Prince & Sons Inc	Oct Landscape Maint		16,000.00	22,889.66
	10/1/25	5105 Cooper Pools	Monhthly Pool Maint		4,600.00	18,289.66
	10/1/25	5106 JCS Investigations	Security		6,140.00	12,149.66
	10/2/25 10025ach	Duke Energy	600 Eaglecrest Dr, 8/9-9/9/25		32.48	12,117.18
	10/2/25 10025ach2	Duke Energy	2901 N 10th St Well, 8/9-9/9/25		32.48	12,084.70
	10/2/25 1002525ach	Duke Energy	2901 N 10th St Entry, 8/9-9/9/25		32.50	12,052.20
	10/2/25		Funds Transfer	100,000.00		112,052.20
	10/2/25	5110 Advanced Drainage Solutions	Repairs/Maint		4,200.00	107,852.20
	10/3/25	S .	Deposit	761.24		108,613.44
	10/7/25	5112 Southern Green Residential & Com Cleaning	Pool Bathroom maint		2,200.00	106,413.44
	10/8/25	5113 Prince & Sons Inc	Irrigation Repair		733.22	105,680.22
	10/9/25		Service Charge		4.88	105,675.34
	10/10/25	5114 Good Home Services, LLC	Replace lightbulbs in restrooms		250.00	105,425.34
	10/10/25	5123 Danielle Fence	repair work-fence		5,725.00	99,700.34
	10/13/25	5116 Orkin	Pest Control-Monthly		104.00	99,596.34
	10/14/25	5115 Advanced Drainage Solutions	Repairs/Maint		39,150.00	60,446.34
	10/15/25	5117 POLK COUNTY PROPERTY APPRAISER	Property Appraiser		24,153.91	36,292.43
	10/15/25	5118 Mele Environmental Services LLC	Bush Hogging Services		1,200.00	35,092.43
	10/15/25	10/15/25 Florida Dept of Economic Opportunity	Special District Filling Fee. FY 2026		175.00	34,917.43
	10/17/25 101725ach	Duke Energy	541 Pheasant Dr Entry Lighting, 8/26-9/26		26.24	34,891.19
	10/17/25 101725ach	Duke Energy	1015 Condor Dr, 8/26-9/24		1,295.23	33,595.96
	10/20/25	5119 Shamrock First Baptist Church	Meeting Space		100.00	33,495.96
	10/20/25	5120 Danielle Fence	take down/removal 24" danamaged almond		1,602.00	31,893.96
	10/20/25	5121 House Doctors	Malfunction valve for urinal		424.45	31,469.51
	10/20/25	10/20/25 Bright House Networks	1015 Condor Dr. Haines City, FL. 33844, Oct		190.00	31,279.51
	10/21/25 102125ach	Duke Energy	0 PATTERSON RD Lite 8/29-9/29		842.93	30,436.58
	10/22/25	5122 Good Home Services, LLC	Fence removal		1,020.00	29,416.58
	10/23/25	5122 Good Home Services, 226	Funds Transfer	50.000.00	1,020.00	79,416.58
	10/23/25	5124 Egis Insurance Advisors LLC	Policy 100125206	30,000.00	36,642.00	42,774.58
	10/26/25	5125 Deborah Galbraith	10-23-25 BOS MTG		200.00	42,574.58
	10/26/25	5126 Kristen Anderson	10-23-25 BOS MTG		200.00	42,374.58
	10/26/25	5127 Mario Munoz	10-23-25 BOS MTG		200.00	42,174.58
	10/26/25	5128 Marilyn Colon Arce	10-23-25 BOS MTG		200.00	41,974.58
	10/26/25	5129 Joellen Dibrango	10-23-25 BOS MTG		200.00	41,774.58
	10/26/25	5130 Cooper Pools	Pool Repairs/Maint		688.00	41,086.58
	10/26/25	5131 Cooper Pools	Pool Repairs/Maint		99.45	40,987.13
	10/27/25 102725ach	Duke Energy	00 PATTERSON RD 9/5-10/3		280.95	40,706.18
	10/28/25	5136 Stivender Surveying, Inc.	Wall Stakeout		1,545.00	39,161.18
	10/28/25	5130 Stivender Surveying, Inc. 5137 Prince & Sons Inc	Irrigation Repair		497.74	38,663.44
	10/28/25	5133 Good Home Services, LLC	repairs/maint		310.00	38,353.44
	10/28/25	5134 Good Home Services, LLC	repairs/maint repairs/maint		215.00	38,138.44
	10/28/25	5140 Good Home Services, LLC	repairs/maint repairs/maint		200.00	37,938.44
	10/28/25 10/28/25 102825ach	Duke Energy	0000 PATTERSON RD 9/6-10/6		166.11	37,938.44
			, ,			•
	10/28/25 102825ach	Duke Energy	000 PATTERSON RD, LITE HIM PH 5 SL 9/6-10/6		388.90	37,383.43
	10/28/25 102825ach2	Duke Energy	0 N 10TH ST, LITE HIGHLAND MDWS PH 2A 09/6-10/6		425.45	36,957.98
	10/28/25 102825ach	Duke Energy	0 N 10TH ST, LITE HIGHLAND MDWS PH 2A 9-6-10-6		604.46	36,353.52
	10/28/25 102825ach3	Duke Energy	000 OLSEN RD, LITE HGH MDW PH3 SL 9/6-10/6		702.83	35,650.69
	10/28/25 102825ach4	Duke Energy	000 PATTERSON RD, LITE HM PH 5 SL 9/6-10/6		1,148.37	34,502.32

#### Highland Meadows II Check Register FY2026

Date	Check #	Payee	Memo	Deposit	Disbursement	Balance
	10/29/25	5132 Good Home Services, LLC	repairs/maint		165.00	34,337.32
	10/29/25 102925ach	Duke Energy	1000 DUNLIN ST. SIGN A 9/6-10/6		24.17	34,313.15
	10/30/25	5139 Good Home Services, LLC	repairs/maint		485.00	33,828.15
	10/30/25 103025ach	Duke Energy	0 N 10TH ST, LITE HIGHLAND MDWS PH 2B		584.03	33,244.12
	10/30/25 051		To book FY 2025 excess fees received	5,521.11		38,765.23
	10/31/25			206,282.35	172,705.11	38,765.23
	11/1/25 110125ach	CITY OF DAVENPORT	Reference: 3 Highland Meadows Phase 3 Park, 9-5-10/4/25		19.54	38,745.69
	11/1/25 110125ach2	CITY OF DAVENPORT	1019 Condor Dr Pool (9/5-10/4/25)		107.57	38,638.12
	11/1/25 110125ach3	CITY OF DAVENPORT	1015 Condor Dr Cabana (9/5-10/4/25)		144.37	38,493.75
	11/1/25 110125ach4	CITY OF DAVENPORT	3001 Golden Eagle Way (9/5-10/4/25)		42.82	38,450.9
	11/3/25	5141 Cooper Pools	Monhthly Pool Maint		4,600.00	33,850.9
	11/3/25	5142 JCS Investigations	Security		6,220.00	27,630.9
	11/3/25	5143 Anchor Stone Management, LLC	Management Fee		6,333.33	21,297.6
	11/3/25 110325ACH	Duke Energy	990 Condor Dr Entry, ENTRANCE LIGHTS		26.19	21,271.4
	11/3/25 110325ACH2	Duke Energy	2901 N 10th St Well,		32.49	21,238.9
	11/3/25 110325ACH3	Duke Energy	600 Eaglecrest Dr,		32.49	21,206.4
	11/3/25 110325ACH4	Duke Energy	2901 N 10th St Entry,		32.49	21,173.9
	11/3/25 110325ACH5	Duke Energy	3950 N 10th St,		26.41	21,147.5
	11/3/25 110325ACH7	Duke Energy	1200 Patterson Rd Lite, For service		26.19	21,121.3
	11/3/25	11/3/25 Duke Energy	Reference: 108 Tanager St, Irrigation,7/9-8/7/25		26.21	21,095.1
	11/4/25		Funds Transfer	75,000.00		96,095.1
	11/4/25	5144 Good Home Services, LLC	<monument lighting<="" td=""><td></td><td>570.00</td><td>95,525.1</td></monument>		570.00	95,525.1
	11/5/25	5146 Orkin	Pest Control-Monthly		104.00	95,421.1
	11/7/25	5145 Good Home Services, LLC	repairs/maint		165.00	95,256.1
	11/10/25	5147 Mele Environmental Services LLC	landscape monthly		16,208.33	79,047.8
	11/10/25	5148 Good Home Services, LLC	remove broken metal bench		245.00	78,802.8
	11/10/25	5149 Orkin	Pest Control-Monthly		104.00	78,698.8
	11/10/25	5150 Shamrock First Baptist Church	Meeting Space October		100.00	78,598.8
	11/10/25		Deposit	5,488.97		84,087.7
	11/11/25	5151 Cooper Pools	Pool Repairs/Maint		48.13	84,039.6
	11/11/25	5152 Kutak Rock LLP	Legal Services		3,745.50	80,294.1
	11/11/25	5153 Kutak Rock LLP	Legal Services		4,412.00	75,882.1
	11/11/25	5154 Danielle Fence	remaining blance		534.00	75,348.1
	11/14/25		Deposit	1,515.46		76,863.6
	11/17/25	5155 KIMLEY-HORN AND ASSOCIATES, INC.	Svcs through 4/30/25		2,107.69	74,755.9
	11/17/25	5156 Southern Green Residential & Com Cleaning	Pool Bathroom maint		2,200.00	72,555.9
	11/19/25	11/19/25 Bright House Networks	1015 Condor Dr. Haines City, FL. 33844, Nov		190.00	72,365.9
	11/19/25 111925ACH	Duke Energy	541 Pheasant Dr Entry Lighting,		32.49	72,333.4
	11/19/25 111925ACH2	Duke Energy	1015 Condor Dr,		1,630.46	70,702.9
	11/21/25		Deposit	25,532.91		96,235.8
	11/21/25 112125ACH	Duke Energy	0 PATTERSON RD Lite		842.93	95,392.9
	11/23/25	5157 Stantec Consulting Services Inc	Engineering Services Period Ending 9.30.25		19,988.54	75,404.4
	11/23/25	5158 Business Observer	Notice of special mtg		61.25	75,343.1
	11/23/25	5159 Business Observer	notice of special mtg		41.56	75,301.5
	11/23/25	5160 Kai Connected LLC	district mgt svcs/field svcs		8,549.68	66,751.9
	11/23/25	5161 Deborah Galbraith	111825 bos mtg		200.00	66,551.9
	11/23/25	5162 Kristen Anderson	bos mtg 111825		200.00	66,351.9
	11/23/25	5163 Mario Munoz	111825 BOS MTG		200.00	66,151.9
	11/23/25	5164 Marilyn Colon Arce	111825 BOS MTG		200.00	65,951.9
	11/23/25	5165 Shamrock First Baptist Church	Meeting Space Nov		100.00	65,851.9
	11/25/25	5166 Good Home Services, LLC	Hang Pool Sign		50.00	65,801.9
	11/26/25		Deposit	21,270.67		87,072.5
	11/30/25	5168 Business Observer	legal adv		286.56	86,786.0
	11/30/25			128,808.01	80.787.22	86,786.0

#### Highland Meadows II Check Register FY2026

Date	Check #	Payee	Memo	Deposit Disbursement	Balance

# EXHIBIT 7 <u>RETURN TO AGENDA</u>



#### MINUTES OF 11/17/2025 REGULAR MEETING HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT

The Regular Meeting of the Board of Supervisors of the Highland Meadows II Community Development District was held Thursday, November 17, 2025 at 4:30 p.m. at the Shamrock First Baptist Church, 2661 Marshalls Rd., Haines City, FL 33844. The public was able to listen and/or participate in-person or live via Teams conference.

#### I. Call to Order / Roll Call

The meeting was called to order by Ms. Thibault. Roll was called and a quorum was confirmed with the following Supervisors present:

Deborah Galbraith	Board of Supervisors, Chairwoman
Marilyn Colon-Arce.	Board of Supervisors, Vice Chairman
Mario Munoz	
Kristen Anderson	Board of Supervisors, Assistant Secretary
Joellen DiBrango	
Also present were:	
Patricia Thibault	District Manager, Anchor Stone Management
Austin Comings	Field Services, Anchor Stone Management
Greg Woodcock (via Conference)	Project Manager, Stantec
Kyle Magee (via Conference)	Kutak Rock Law Firm
	JSC Security

#### **Opening Remarks and Attendance Notes**

Ms. Thibault officially called the Meeting to order after confirming that quorum had been established. Present in person were Chairwoman Galbraith, Vice Chair Colon-Arce, Supervisor Anderson, Supervisor DiBrango, and Supervisor Munoz of the Board of Supervisors. Also present were District Management and Field Staff members.

#### **II.** Audience Comments – (limited to 3 minutes per individual on Agenda items)

Ms. Thibault opened the floor for audience comments pertaining to items listed on the agenda.

A resident voiced parking and towing issues around the neighborhood and then the parking space availability at the mailboxes on the West End of Pheasant. He suggested relocating the stencil signs to allow for additional parking spaces.

A resident addressed the Board with concerns regarding the Permacast wall project, noting that several homeowners were unclear about the upcoming construction sequencing, anticipated disruptions, and final paint color selection. The resident explained that neighboring properties had observed preliminary staging activity and sought assurance that the wall installation and painting process would not require entry onto private property or result in prolonged access limitations to rear yards.

Another resident brought up holiday decorations request on the roundabout at the end of Merlin St. that he had submitted. He was advised the Board will be reviewing the item later on in the meeting.

No additional comments were received from attendees or through the conference line.

#### III. Professional Staff Updates

#### A. Stantec Engineering - Project Manager Greg Woodcock

#### 1. Discussion & Status of Permacast Wall Project & Wall Painting Color

Mr. Woodcock provided a comprehensive update on the status of the Permacast wall installation project. He reported that the contractor had completed the majority of the preliminary work, including verification of property lines, staging of materials, and assessment of areas requiring minor grading adjustments prior to panel installation.

Mr. Woodcock explained that the installation phase is proceeding in sections to minimize disruption to adjacent homeowners and to ensure that all work remains fully within the District's easement. He confirmed that no encroachment onto private property is anticipated and emphasized that any temporary access needs would be communicated well in advance.

Regarding the wall painting component, Mr. Woodcock presented the final color options submitted by the contractor. He stated that the selected color must meet both the District's aesthetic preferences and the material manufacturer's specifications for heat resistance and longevity. The Board reviewed the recommended color palette, and Mr. Woodcock noted that choosing a lighter, neutral tone would better blend with the community and maintain visual consistency with existing structures.

He further clarified that painting will occur after all panels are installed and cured, to ensure proper adhesion and durability. Weather will play a role in scheduling the painting phase, and the contractor will provide a tentative timeline once installation is near completion.

Supervisors discussed the need for clear communication to residents regarding paint color, staging areas, and duration of work. Mr. Woodcock committed to preparing a short-written summary with updated timelines for distribution through management, so homeowners remain informed as the project progresses.

On a MOTION by Supervisor DiBrango, SECONDED by Supervisor Colon, WITH ALL IN FAVOR, the Board approved to Use the Paint SW 7694 Dromedary Camel for the Permacast Wall (Both Sides) for the Highland Meadows II Community Development District.

#### 2. Discussion of Concrete Repair Related to Wall Project Installation

Mr. Woodcock continued with an update regarding concrete repair needs associated with the Permacast wall installation. At the Merlin site, approximately 41 feet of the driveway needs to be removed and replaced. Stantec reached out to a couple of companies and was waiting for proposals to come in. There also is some turf there that is going to need to be replaced. Mr. Woodcock suggested going with the new landscaping company to seed those areas and let them grow. But also acknowledged that they may have a better idea than that at both of those sites.

At the Pentas site, there were 5 panels of sidewalk that got damaged; Stantec will be getting a proposal to replace those five panels, the sidewalk related to that as well. Therefore, at the next meeting there should be estimates of what those costs would be. He summarized it was 41 feet in length, and the total width of the driveway is 16 feet. Stantec performed a walk-through there after that was done. Mr. Woodcock informed the Board that right up the first panel that's against the garage was good. There is a crack in it, but that crack was documented prior to this project starting, so no replacement was proposed at this time.

He also informed of one or two panels just as you come in the driveway from the street that is OK as well. So, the first panel and the last panel are OK. The remainder should be replaced. Observed were the cracks span about 9 feet of 16 feet, but just leaving a 5-foot section back there he was concerned of the driveway settlement being different, so he would recommend replacing the whole thing.

When questioned regarding ballpark cost estimate, Mr. Woodcock provided a rough estimate of 14,000-15,000 thousand for both sites. There was no rebar in it. There was the fiber mesh concrete, which is like little fibers in it that holds it together a little bit better. Also inspected was driveway thickness by taking out a piece that was there and it was 4 inches thick instead of 6 inches thick, therefore 4 inches thickness would be mimicked there.

Ms. Thibault reminded the Board that those costs were not in the District's budget.

Collectively decision was made to wait until spring.

#### 3. Approval of Notice of Commencement for Playground Project

Mr. Woodcock presented the Notice of Commencement for the upcoming Playground Project and explained that the document must be recorded with the County before any construction activity can begin. He stated that the Notice serves as the formal declaration of the project's start and that the Notice identifies the District as the property owner, and designates the contractor responsible for performing the work.

On a MOTION by Supervisor Anderson, SECONDED by Supervisor Munoz, WITH ALL IN FAVOR, the Board approved the Notice of Commencement for Playground Project for the Highland Meadows II Community Development District.

- 4. Consideration of Proposal from ADS for 14 Curb Ramps & Mats \$24,500
- 5. Consideration of Proposal from ADS for 7 Curb Ramps & Mats \$14,700

Mr. Woodcock presented the proposals from ADS for the installation of fourteen and seven curb ramps and associated detectable warning mats in various locations throughout the community. He explained that these locations were previously identified during routine field inspections as areas requiring upgrades to maintain ADA compliance and improve pedestrian safety. Several of the existing ramps are aging, have uneven transitions, or lack the required tactile warning surfaces, and the proposed work would bring those locations up to current standards.

 Supervisors discussed the importance of completing the curb ramp improvements while other infrastructure work is underway in the District, particularly given the ongoing wall project and associated concrete restoration needs. They also acknowledged that completing this work proactively could reduce long-term liability exposure and enhance walkability for residents. The Board concluded that addressing all 14 locations was essential. Mr. Woodcock proposed further price negotiations with the vendor. No formal action followed regarding either proposal at this time.

#### B. District Attorney – Kutak Rock

- 1. Discussion & Status of Appraisal for Polk Regional Water Cooperative
  - **S1 P1062 Corrected \$50,150**
  - **S1 P1063 Corrected \$77,950**
  - **S1 P1029 Appraisal Evaluation \$220,550**
  - ❖ S1 P1037 Appraisal Evaluation \$134,250

Mr. Magee provided an overview of the appraisal reports received from the Polk Regional Water Cooperative for the easements proposed on District-owned property. He explained that the appraisals presented at the last meeting had been reviewed by the District's independent appraiser, who conducted a thorough evaluation of the valuation methodology and the legal descriptions associated with each parcel.

Mr. Magee reported that during this review process, the District's appraiser identified discrepancies in the legal descriptions contained within two of the offer letters submitted by the Cooperative. Although the underlying appraisals themselves contained the correct legal descriptions, the offer letters required correction to properly align with the supporting documents. Mr. Magee stated that the District's appraiser promptly contacted the Cooperative's appraiser, who issued corrected versions of the affected documents. No action from the District was necessary to facilitate the correction.

He further noted that aside from the clerical discrepancies, the District's review appraiser found the valuations to be consistent with fair market value and confirmed that the appraisal methodology complied with accepted professional standards. Based on the review, Mr. Magee stated that the Cooperative's valuations appeared appropriate and could be relied upon for the next steps of the easement acquisition process.

Supervisor Colon raised a question regarding temporary easements. Mr. Magee explained that certain areas of such easements are still needed for construction. Any damage, should there be any, would be repaired at no cost to the District.

On a MOTION by Supervisor Colon-Arce, SECONDED by Supervisor DiBrango, WITH ALL IN FAVOR, the Board approved for the District Counsel to advance with the agreement with the Polk Regional Water Cooperative based on the Appraisals for the Highland Meadows II Community Development District.

#### 2. Settlement Discussion – Kai Demand Letter

This item was discussed outside of the published agenda. District Counsel Mr. Magee informed the Board of a settlement matter involving demand letter submitted by Kai for outstanding charges related to services the vendor claimed were owed following the District's transition to new management. Ms. Thibault clarified that original disputed invoices totaled approximately \$10,000 for the District and Amenity management. Mr. Magee explained that the District disputed the validity of portions of the charges and referred the matter to litigation counsel for evaluation and response. He reported that litigation counsel engaged in discussions with the vendor's representative and successfully negotiated a reduced settlement amount of about \$8,000 intended to resolve the matter in full and avoid the costs associated with further legal proceedings. Mr. Magee advised the Board that the negotiated resolution represented a practical and cost-effective outcome and recommended that the Board formally ratify the settlement.

On a MOTION by Chairwoman Galbraith, SECONDED by Supervisor Anderson, WITH ALL IN FAVOR, the Board ratified the Negotiated Settlement with Kai as Presented for the Highland Meadows II Community Development District.

#### 3. Brought-on – Anchor Stone Management Termination

Mr. Magee addressed the Termination Letter received by the Board from Anchor Stone Management:

Dear Board of Supervisors of Highland Meadows to CDD, pursuant to Article 4 of the District Management Agreement dated May 1st, 2025. This letter serves as a formal 60-day written notice of termination without cause. This decision follows permanent separation from Ms. Patricia Thibault and a strategic realignment of Anchor Stone Management's team and service focus. We remain committed to ensuring a smooth transition and are available to assist as needed during the notice period. Given that Ms. Thibault's final day with the company is December 15th, 2025 and pursuant to the terms of the agreement, Anchor Stone Management is prepared to accommodate a shortened transition period subject to the Board's approval. We thank the Board for the opportunity to serve the District. Sincerely, the Anchor Stone team.

Mr. Magee confirmed his review of the Agreement and the termination clauses, stating that the District does have a few options. Discussed was the clause of the Agreement providing for Ms. Thibault being the designated District Manager and the ability to maintain her services throughout the transition period given her last day with the Company being December 15, 2025, after which based on the terms of the Agreement there is a potential to trigger immediate termination, should the Board provide such direction.

Mr. Magee stated that his Office could reach out to other entities in the district management industry for proposals to be reviewed at a later meeting should there be a direction from the Board to do so, given there were 60 days available.

Mr. Paleveda from Anchor Stone confirmed the internal separation with Ms. Thibault would be as of December 15 and that Anchor Stone was willing to do what was needed to assist the Board in this transition and including having Patricia on or not.

Chairwoman stated preference was to stay with Ms. Thibault and voiced high regards to her services regarding finances. Supervisor Colon-Arce said that in order to avoid complaints from the public there should be at least two more proposals for fairness, completeness and transparency; and questioned if Anchor Stone would submit a revised proposal at the December 15<sup>th</sup> meeting given Ms. Thibault would not be with the Company any longer.

Mr. Magee asked Mr. Paleveda whether Anchor Stone was interested in providing a revised proposal or renegotiating this contract or Anchor Stone intended to be out of the deal. Mr. Paleveda clarified it was the latter. The Company was moving on from the specific service; in certain respects, recollecting themselves, and will pursue other clients sometime down the line, but was moving on at this time. He reiterated no intentions to put forward a proposal at this time.

Mr. Magee reiterated that should the Board terminate Agreement with Anchor Stone at the current meeting, the District would be left without representation. Mr. Magee questioned if the Board was willing to seek Haven Management Solution's proposal at the next Board meeting at which would be beyond Ms. Thibault's employment at Anchor Stone and immediate termination of the Contract would be able to be enforced, and the District would transition to a new district management company at that time.

Chairwoman Galbraith sought clarification whether transition would go smoothly, specifically regarding any additional bills, to which Mr. Magee stated his understanding at the meeting that it would, based on what he was hearing [from Mr. Paleveda] at the meeting.

Mr. Paleveda confirmed that Anchor Stone would accommodate a smooth transition billing the District only for the dates prior to the final date of termination.

When questioned, Ms. Thibault confirmed her services [under Haven Management] would commence on December 16<sup>th</sup>. Chairwoman Galbraith questioned Ms. Thibault if such was the motion of the Board, she would just get paid a salary until December the 15th and then her new company would come in. Chairwoman Galbraith stated her understanding was that Ms. Thibault was an owner [of Anchor Stone] and that confusion has tumbled [the Board].

After Ms. Thibault's confirmation that she would bring a district management proposal to the December 15<sup>th</sup> meeting, Chairwoman Galbraith asked Ms. Thibault to have a provision in the contract that Ms. Thibault remains the District Manager.

Supervisor Anderson made an inquiry regarding the sign-up discounts from Anchor Stone. Ms. Thibault confirmed the District received two months free; Mr. Paleveda confirmed the \$10,000 discount period was concluded.

Supervisor Colon-Arce voiced her concerns regarding transparency and referenced Mr. Magee's knowledge of other [district management] companies. Supervisor Anderson stated she was not aware of companies the District hasn't worked with in the past three years. She expressed intention of the Board to work with Ms. Thibault.

Ms. Thibault questioned the Board whether a direction to the District Attorney would be to not seek other companies' proposals. Supervisor DiBrango questioned whether it is considered proper to have only one [being from Haven Management Solutions]. Mr. Magee expressed willingness to reach out to other companies, to which Board Members discussed that services provided by Ms. Thibault were essential, and that they would not want to incur any additional legal cost for the District specific to the outreach, however, should there be any proposals submitted without the Counsel's involvement, the Board would review.

Supervisor Anderson directed District Counsel to draft resolutions required for the process of transition to present at the next meeting on December 15<sup>th</sup>.

#### 4. Brought-on – Ethics Training

Mr. Magee reminded the Board Members of the deadline for the required ethics training being December 31st and stated his openness to distribute links should any Supervisors need assistance.

#### IV. Business Matters

#### A. Presentation of ECS Proposal – 100 Pool Fobs - \$890

Under Business Matters, Ms. Thibault presented a proposal from ECS for the purchase of 100 replacement pool fobs at a total cost of \$890. She explained that the District's existing inventory of access fobs had been nearly depleted due to ongoing resident turnover, replacement requests, and the need to maintain an adequate supply for new homeowners. The proposed purchase would replenish the District's stock and allow management to continue issuing fobs without interruption.

Ms. Thibault stated that ECS is the District's established vendor for access control components and confirmed that the quoted pricing reflects the standard per-unit rate previously approved by the Board. She noted that ordering in bulk provides consistency in programming and compatibility with the District's existing system, and ensures that the District will not experience delays when resident access requests are submitted.

Supervisors discussed the current rate of distribution and agreed that maintaining a sufficient quantity on hand is necessary to avoid service delays and additional shipping costs that occur when smaller quantities are ordered. They also noted that the proposed purchase aligns with the District's routine operational needs.

Following discussion, a motion was made and seconded to approve the ECS proposal for 100 pool fobs in the amount of \$890. With all Supervisors voting in favor, the motion carried, and the proposal was approved.

On a MOTION by Supervisor Anderson, SECONDED by Supervisor DiBrango, WITH ALL IN FAVOR, the Board approved the ECS Proposal – 100 Pool Fobs - \$890 for the Highland Meadows II Community Development District.

#### B. Consideration of Proposal – Good Home Services for Playground Refurbishment - \$4,800

Ms. Thibault presented a proposal from Good Home Services for the refurbishment of the District's playground equipment in the amount of \$4,800 and reminded that essential for determination were proposals to be submitted by the Mr. Woodcock as well, and therefore suggested to table this proposal until the next meeting. The Board agreed.

#### V. JCS Security Updates

At this point, Ms. Thibault updated the Board that under the direction from the Chairwoman, JCS's patrolling shift was moved to start at 1:45PM due to the school dismissal at 2:00PM to ensure the District territory has an onsite guard patrol at that time. Ms. Thibault confirmed that this move would have no financial impact on the District as the end of the shift would end 15 minutes early as well.

The Staff and the Board discussed the matter of several individuals jumping the fence at the amenity center, attempting to enter the restrooms and failing due to the doors being locked. Ms. Thibault noted that she's reached out to ECS with regards to the camera monitoring and alarms at such instances.

He noted that recent patrols identified occasional instances of unauthorized individuals attempting to access the pool area without valid credentials. In each case, officers confirmed that the individuals were non-residents and instructed them to leave the premises. Mr. Palevich also updated the Board on perimeter activity along areas adjacent to the District's fencing. He explained that patrol officers have observed signs of foot traffic near the rear property lines, including disturbed vegetation

and footprints near sections of fence where residents had previously raised concerns about trespassing. Although no individuals were encountered during these observations, officers have increased patrol frequency in those areas and will continue documenting any findings.

No Board action was required.

#### VI. Field Services Report

#### A. Presentation of the Highland Meadows II Task List & Maintenance Inspection Check List

Mr. Comings reported a slowdown [in items to be addressed]. He reported a recent repair of a bench at the park. He stated the next plan is to review items critical during the ongoing hurricane season, first item being signs audit. The Board requested the road signs at Woodlark to be first.

Monuments light were reported to had been repaired, except for the Phase 7 on the right side. Supervisors claimed Phase 5 monument light was off, Staff said they would check again. Ms. Thibault reported that Duke Energy confirmed on their end that power was on at the meter of Phase 7 monument. When contacted at advice of Supervisor Anderson, previously hired electrician reported that meter having issues since December 2023. The Electrician reported a possible problem with a hidden junction box or a line that's going to the junction box. He reported it would be a two-men trace walk job at a cost of \$1,000 approximately to determine the issue (not to fix it).

Installation of solar-powered light was brought up but followed by explanation of additional supporting cost it would require, such as installation of risers, sensors, etc. Chairwoman also reminded that at the previous year's meetings the Board voted on no HOA being allowed to plug in at the monuments, however, being allowed to use solar Christmas lighting. Supervisor Anderson noted that it was also said that they could use the electricity if they use the timer between certain times.

A brief discussion of the store-bought solar lights and their cost followed but Supervisors agreed on the need to determine issues with the electricity.

On a MOTION by Supervisor Colon-Arce, SECONDED by Supervisor DiBrango, WITH ALL IN FAVOR, the Board approved the NTE \$1,000 for the electrician to perform a two-men circuit trace walk job to determine the power issue with the Phase 7 monument lights for the Highland Meadows II Community Development District.

Mr. Comings also pointed the Board's attention to the inspection report introduced last month.

Chairwoman, following her prior discussion with Ms. Thibault, requested that the Board would discuss spaces at the wall and possibility of installing shrubs around the new wall and noted that irrigation was determined to be an issue. Following a discussion, it was noted for the future that different types of shrubs, including Florida native plants and cactus-like plants, would be brought up for proposals for installation, ensuring that those would be extremely drought tolerant.

#### VII. Administrative Matters

#### A. Consideration for Acceptance-October 2025 Unaudited Financial Statements.

Ms. Thibault presented the October 2025 Unaudited Financial Statements as Exhibit 7.

Supervisor Colon-Arce brought attention to the miscellaneous expenditure and the miscellaneous repairs siting it to be really high for one month. Mr. Comings referenced costs associated with Good Homes and Danielle Fence as possible main contributing factors but committed to a review and explanation to the Board in an email the following day.

At this time, Chairwoman, in attempt to explain some high costs as she was requested by some residents, reminded that the work on Permacast was initiated a while ago at the time of the prior District Management company. However, per the Chairwoman, the contract was not presented to the Board thus not giving the Board an opportunity to ensure any possible damages or repairs to not be the District's cost, which eventually led to the cost of the wall project being almost \$20,000 more.

Supervisor Colon-Arce made an inquiry regarding the \$500,000 Reserves which Ms. Thibault referred to the Balance Sheet line item indicating \$506,384. When asked by Supervisor Colon-Arce regarding the additional \$200,000, Ms. Thibault explained it would be done once the assessments are received fully, which usually is in February or March.

Ms. Thibault referred to the upcoming December meeting year end analysis of the actuals to be presented.

Supervisor Anderson questioned a check in payment to the Polk County Property Appraiser which Ms. Thibault explained being the overall levy percentage fee payment.

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Supervisor Colon-Arce made an inquiry regarding the costs associated with JCS. A discussion of necessity of the service followed. The Board made a decision to pursue the discussion at the closed security session as advised by the District Counsel.

On a MOTION by Supervisor Anderson, SECONDED by Supervisor Munoz, WITH ALL IN FAVOR, the Board accepted the October 2025 Unaudited Financial Statements for the Highland Meadows II Community Development District.

### B. Consideration for Approval – Minutes of the Regular Meeting of the Board of Supervisors – October 23, 2025.

Ms. Thibault presented the Minutes of the Regular Meeting held on October 23, 2025.

Supervisor Anderson requested revisions to include the Audience Comments which were missing due to the audio malfunction but she had a record of, and a revision of the Zion Street name.

With these changes noted, the Board agreed that the minutes accurately reflected the October 23 meeting subject to the requested revisions.

On a MOTION by Supervisor Munoz, SECONDED by Supervisor DiBrango, WITH ALL IN FAVOR, the Board approved the Minutes of the Regular Meeting of the Board of Supervisors – October 23, 2025 with changes requested from Supervisor Anderson for the Highland Meadows II Community Development District.

#### C. Consideration for Approval – District Counsel Invoice - October 23, 2025 - \$4,069.45

Reviewed at the time of the District Counsel presentation, Ms. Thibault presented the District Counsel invoice dated October 23, 2025, in the amount of \$4,069.45, for the Board's consideration. She explained that the invoice reflects legal services rendered during the prior billing cycle, including work related to appraisal review and coordination with the Polk Regional Water Cooperative, preparation and review of contractual documents, ongoing discussions regarding easement acquisition matters, general counsel support, and standard governance-related services.

Supervisor Anderson questioned 9/16/25 line item to which the Counsel explained it was related to work on the prior district manager's, Kai, matter.

On a MOTION by Supervisor Anderson, SECONDED by Supervisor DiBrango, WITH ALL IN FAVOR, the Board approved the District Counsel Invoice - October 23, 2025 - \$4,069.45 for the Highland Meadows II Community Development District.

#### D. Ratifications:

- Cooper Pools Buoy Holder \$48.13
- Permacast Wall Mat Panels \$4,000

Ms. Thibault presented items requiring ratification for purchase authorized between meetings.

Following a brief discussion, the Board approved both ratification items as presented.

On a MOTION by Chairwoman Galbraith, SECONDED by Supervisor Munoz, WITH ALL IN FAVOR, the Board ratified the Cooper Pools – Buoy Holder - \$48.13 and Permacast Wall - Mat Panels - \$4,000 expenditures for the Highland Meadows II Community Development District.

#### **VIII.Other Matters to be Introduced**

#### A. Consideration of Proposal Good Home Services - \$65. Hang Pool Signs at Pool

Ms. Thibault presented the from Good Home Services in the amount of \$65 for the installation of updated pool signs.

Mr. Comings explained the extent of work to be done; Supervisors questioned the amount requested by the Vendor. Ms. Thibault proposed to approve a NTE \$50; the Board agreed.

On a MOTION by Supervisor Munoz, SECONDED by Supervisor DiBrango, WITH ALL IN FAVOR, the Board approved the Proposal from Good Home Services to hang the signs in the NTE amount of \$50 to hang Pool Signs at the Pool for the Highland Meadows II Community Development District.

#### IX. District Manager

#### A. Pressure Washing Project & Interior Wall Proposal

Ms. Thibault reminded of the 7,000 contract to have the exterior walls to be pressure washed and questioned if the District was going to advance with a painting project, the interior walls would need to be pressure washed as well before the painter could come in, therefore she questioned whether it was possible to avoid the contract since work has not started yet. District Counsel advised that since the Contract was already executed, the District may be held to it and suggested that the vendor may accept a modification to include the extra work which the Counsel would work on an amendment.

After confirmation that the additional work scope would be less than currently contracted, Supervisor Colon-Arce proposed a NTE of \$3,000 for the additional work. After a discussion of more details of the additional work, the amount was reduced to NTE \$2,000.

On a MOTION by Supervisor Anderson, SECONDED by Supervisor Munoz, WITH ALL IN FAVOR, the Board authorized Staff to Proceed with the Additional Interior Wall Pressure-Washing Work in an Amount Not To Exceed \$2,000 and to Execute the Necessary Addendum for the Highland Meadows II Community Development District.

In connection with the wall improvements more broadly, the Board also directed staff to bring a proposal for painting both the exterior and interior walls to the next meeting.

#### X. Audience Comments – New Business – (limited to 3 minutes per individual)

The floor was opened for audience comments on new business items. There being no comments from attendees or via the conference line, the Board proceeded to the next item of business.

#### **XI.** Supervisor Requests

#### A. Discussion of Holiday Decorations of District Owned Living Assets

Under Supervisor Requests, Supervisor Colon-Arce raised a question regarding the placement of holiday decorations on District-owned living assets, specifically trees and landscape features located within common areas. The Supervisor requested clarification on whether decorating would be allowed throughout the community as the residents are allowed to decorate trees or shrubs on the right-of-way.

Ms. Thibault inquired the present residents to speak about decorating of the flamboyant tree on Merlin and holiday decorations. A resident who is also an HOA Board member expressed that should this item be permitted than there would need to be an expansion of what is permitted [throughout the community] and he was wondering of the inputs from all sides, including HOA and CDD.

- Supervisor Colon-Arce suggested consideration of waivers since the trees and shrubs are CDD property.
- Chairwoman Galbraith referenced prior process established with waivers and permissions for events for the HOAs.
- Mr. Magee clarified: if a tree is on the CDD property, it is the CDD's tree; if it is located on private property in a CDD easement, that's a private property owner's tree; if it is located on property that the CDD actually does own, that's a CDD tree.
  - Suggested was execution of a waiver for a person who would be decorating a tree.

On a MOTION by Supervisor Anderson, SECONDED by Supervisor Munoz, WITH ALL IN FAVOR, the Board to allow pending every resident who's involved with the project on Merlin St. to sign a waiver to allow the residents on Merlin to decorate that tree, for the Highland Meadows II Community Development District.

It was noted that residents also decorate streetlights poles which Ms. Thibault noted as being leased from Duke Energy and Mr. Magee committed to research plats, ownership, and waiver necessity options.

Ms. Thibault committed to send an e-mail blast out to the HOA boards 1) advising that the CDD is going to start trespassing individuals that are breaking through 2) if anybody wants to do, if any HOAS want to do any Christmas lighting for their entrance monuments that they need to send a waiver and notification. It was clarified that a separate waiver would need to be prepared and executed addressing the lighting at the entrance monuments, which Mr. Magee confirmed to be able to prepare the form for.

Supervisor Anderson addressed the issue with residential fences placed on the CDD easements. Item was agreed to be added to the next month's agenda with Mr. Magee preparing a review of the matter.

XII. Adjournment					
After all discussions were concluded, the Board moved forward with a motion to adjourn the meeting.					
On a MOTION by Supervisor DiBrango, SE adjourned the Meeting, for the Highland Mead	CONDED by Supervisor Galbraith, WITH ALL IN FAVOR, the Board lows II Community Development District.				
is hereby advised that they may be responsible all testimony and evidence upon which the app	on made by the Board with respect to any matter considered at this meeting for ensuring that a verbatim record of the proceedings is made, including peal is based.~  e of the Board of Supervisors during a publicly noticed meeting held on				
Signature	Signature				
Printed Name □ Secretary □ Assistant Secreta	ary Printed Name   Chairman   Vice Chairman				

# EXHIBIT 8 <u>RETURN TO AGENDA</u>



#### KUTAK ROCK LLP

TALLAHASSEE, FLORIDA

Telephone 404-222-4600 Facsimile 404-222-4654

Federal ID 47-0597598

November 25, 2025

**Check Remit To:** 

Kutak Rock LLP PO Box 30057 Omaha, NE 68103-1157

**ACH/Wire Transfer Remit To:** 

ABA #104000016 First National Bank of Omaha Kutak Rock LLP A/C # 24690470

Reference: Invoice No. 3658434 Client Matter No. 61323-1

Notification Email: eftgroup@kutakrock.com

Highland Meadows II CDD c/o Anchor Stone Management, LLC Suite 160 255 Primera Boulevard Lake Mary, FL 32746

Invoice No. 3658434

61323-1

Re:	General	Counsel

#### For Professional Legal Services Rendered

10/02/25	K. Magee	0.80	232.00	Review and revise termination notice for Prince & Sons; review temporary access agreement for Permacast wall work
10/02/25	A. Weiland-Sorenso	on0.20	32.00	Draft termination for Prince and Sons
10/03/25	K. Magee	2.30	667.00	Draft landscape and irrigation agreement with Mele; draft playground installation agreement with Gametime; review and respond to correspondence regarding access agreement for wall installation
10/09/25	K. Magee	0.80	232.00	Review exhibits and plats regarding property lines for wall installation; review and respond to correspondence regarding wall gap
10/22/25	J. Brown	0.30	120.00	Correspondence regarding district management transition and claim to payment
10/22/25	J. Earlywine	0.20	72.00	Email regarding ADA curbs

PRIVILEGED AND CONFIDENTIAL ATTORNEY-CLIENT COMMUNICATION AND/OR WORK PRODUCT

#### **KUTAK ROCK LLP**

Highland Meadows II CDD November 25, 2025 Client Matter No. 61323-1 Invoice No. 3658434 Page 2

	Page 2				
	10/22/25	K. Magee	2.60	754.00	Revise agreement with Mele; review agenda for Board of Supervisors meeting; review proposed revisions to Gametime agreement; review turnover documentation regarding ADA curbs
	10/23/25	K. Magee	3.00	870.00	Prepare for and attend Board of Supervisors meeting via phone
	10/24/25	K. Magee	1.10	319.00	Revise towing agreement with Bolton; draft park license agreement with HOA
	10/31/25	J. Brown	0.30	120.00	Review correspondence concerning district management transition; work session regarding same
	TOTAL HOU	RS	11.60		
TOTAL FOR SERVICES RENDERED					\$3,418.00
TOTAL CURRENT AMOUNT DUE					<u>\$3,418.00</u>

# EXHIBIT 9 <u>RETURN TO AGENDA</u>



#### **EXHIBIT C**

#### FORMS OF REQUISITIONS

#### HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019 (ASSESSMENT AREA 7/7A PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Highland Meadows II Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as successor trustee (the "Trustee"), dated as of October 1, 2014, as supplemented by that certain Eighth Supplemental Trust Indenture dated as of December 1, 2019 (collectively, the "Assessment Area 7/7A Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Assessment Area 7/7A Indenture):

- (A) Requisition Number: 80
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement: Greenberg Traurig (via wire instructions included on remittance advice on invoice)
- (D) Amount Payable: \$2,276.80
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:
  - X Assessment Area 7/7A Project Acquisition and Construction Account.

#### The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:
  - X Assessment Area 7/7A Project Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with:
  - X the Costs of the Assessment Area 7/7A Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

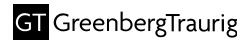
#### HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT

By:	
	Responsible Officer
Date:	

### CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Assessment Area 7/7A Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Assessment Area 7/7A Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition: (a) the portion of the Assessment Area 7/7A Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Assessment Area 7/7A Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Consulting Engineer		
Date:		



Invoice No.: 1001192980 File No. : 152375.010500 Bill Date : November 5, 2025

Highland Meadows II CDD c/o Anchor Stone Management, LLC 255 Primera Boulevard, Suite 160 Lake Mary, FL 32746

Attn: Patricia Thibault District Manager

#### **INVOICE**

Re: Special Assessment Bonds 2019 (7/7A)

Legal Services through October 31, 2025:

\$ 2,846.00 Less Courtesy Discount: \$ (569.20)

Total Fees: \$ 2,276.80

Current Invoice: \$ 2,276.80

RCG:SC

Tax ID: 59-1270754



Invoice No.: 1001192980 File No. : 152375.010500

*Important:* If you receive a request to change the manner or location of your payment to Greenberg Traurig, please immediately contact Greenberg Traurig's accounting team at 305-418-6503. To assure that your payment is made and received correctly, please do not make any payment per the requested change until you verbally confirm with Greenberg Traurig that the change is legitimate.

#### REMITTANCE ADVICE

#### PLEASE RETURN WITH YOUR PAYMENT

Note: Payment is Due 30 Days from Date of Invoice

CLIENT NAME: c/o Anchor Stone Management, LLC

FILE NUMBER: 152375.010500 INVOICE NUMBER: 1001192980\* BILLING PROFESSIONAL: Robert C. Gang

Current Invoice: \$ 2,276.80

Total Amount Due: \$ 2,276.80

#### FOR YOUR CONVENIENCE, WIRE TRANSFER FUNDS TO:

**For Wire Instructions:** 

Bank: WELLS FARGO BANK

ABA #: 121000248

**For ACH Instructions:** 

Bank: WELLS FARGO BANK

ABA# 063107513

CREDIT TO: GREENBERG TRAURIG

ACCOUNT #: 2000014648663

**PLEASE** 

REFERENCE: CLIENT NAME: c/o Anchor Stone Management, LLC

FILE NUMBER: 152375.010500 INVOICE NUMBER: 1001192980\*

**BILLING** 

**PROFESSIONAL:** Robert C. Gang

IF YOU WISH TO PAY BY CHECK PLEASE REMIT TO THE ADDRESS BELOW:

RCG:SC

Tax ID: 59-1270754



Invoice No.: 1001192980 File No. : 152375.010500

#### Greenberg Traurig PO Box 936769 ATLANTA GA 31193-6769

Wire fees may be assessed by your bank.

\* If paying more than one invoice, please reference all invoice numbers in wiring instructions.

Please contact <a href="mailto:acct-cashreceipts@gtlaw.com">acct-cashreceipts@gtlaw.com</a> for any payment related questions.

\*\*\*\*

RCG:SC Tax ID: 59-1270754 Invoice No.: 1001192980 Page 1

Special Assessment Bonds 2019 (7/7A) 152375.010500 Re:

Matter No.:

#### <u>Description of Professional Services Rendered:</u>

<u>DATE</u>	TIMEKEEPER	DESCRIPTION	HOURS	AMOUNT
05/15/25	Robert C. Gang	Review materials previously sent to Patricia Thibault and send them, regarding excess proceeds to be used for an additional project	0.30	426.00
08/25/25	Solomon Cadle	Prepare for and conference call regarding use of 2019 proceeds in 2025 for project costs.	0.40	500.00
08/25/25	Robert C. Gang	Attention to tax and assessment issues in spending excess proceeds from AA7 on other areas of the District.	0.50	710.00
08/27/25	Solomon Cadle	Tax related analysis regarding use of 2019 proceeds.	0.40	500.00
08/27/25	Robert C. Gang	Cumulative time spent on issue of using left over proceeds from AA7 on other areas of District, including tax issues.	0.50	710.00
		Total Time: Total Fees:	2.10	\$2,846.00

Invoice No.: 1001192980 Page 2

Re: Special Assessment Bonds 2019 (7/7A)

Matter No.: 152375.010500

Description of Expenses Billed:

<u>DATE</u> <u>DESCRIPTION</u> <u>AMOUNT</u>

No expenses charged to this file

# EXHIBIT 10 <u>RETURN TO AGENDA</u>



#### **EXHIBIT C**

#### FORMS OF REQUISITIONS

#### HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2019 (ASSESSMENT AREA 7/7A PROJECT)

(Acquisition and Construction)

The undersigned, a Responsible Officer of the Highland Meadows II Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, as successor trustee (the "Trustee"), dated as of October 1, 2014, as supplemented by that certain Eighth Supplemental Trust Indenture dated as of December 1, 2019 (collectively, the "Assessment Area 7/7A Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Assessment Area 7/7A Indenture):

- (A) Requisition Number: 79
- (B) Identify Acquisition Agreement, if applicable;
- (C) Name of Payee pursuant to Acquisition Agreement: Anchor Stone Management 255 Primera Blvd, Suite 160, Lake Mary, FL 32746
- (D) Amount Payable:\$3,500
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:
  - X Assessment Area 7/7A Project Acquisition and Construction Account.

#### The undersigned hereby certifies that:

- 1. obligations in the stated amount set forth above have been incurred by the District,
- 2. each disbursement set forth above is a proper charge against:
  - X Assessment Area 7/7A Project Acquisition and Construction Account;
- 3. each disbursement set forth above was incurred in connection with:
  - X the Costs of the Assessment Area 7/7A Project.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto or on file with the District are copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested.

#### HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT

By: Peporal Valbraith

Responsible Officer

Date: 12/2/2025

### CONSULTING ENGINEER'S APPROVAL FOR NON-COST OF ISSUANCE OR [NON-OPERATING COSTS REQUESTS ONLY]

The undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the Assessment Area 7/7A Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the Assessment Area 7/7A Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer, as such report shall have been amended or modified on the date hereof. The Consulting Engineer further certifies and agrees that for any acquisition: (a) the portion of the Assessment Area 7/7A Project that is the subject of this requisition is complete, and (b) the purchase price to be paid by the District for the portion of the Assessment Area 7/7A Project to be acquired with this disbursement is no more than the lesser of (i) the fair market value of such improvements and (ii) the actual cost of construction of such improvements.

Consulting Engineer

Date: 11-24-2025

### **INVOICE**

Number: 6

#### **Anchor Stone Management LLC**

255 Primera Boulevard, Suite 160 Lake Mary, FL 32746 info@anchorstonemgt.com

#### **Highland Meadows II CDD**

1015 Condor Dr Haines City, FL 33844



DATE	DESCRIPTION	AMOUNT
11/1/2025	ADDENDUM TO THE SUPPLEMENTAL ASSESSMENT METHODOLOGY (PHASE 7 AND 7A) \$5,765,000 SPECIAL ASSESSMENT BONDS, SERIES 2019 (ASSESSMENT AREA 7/7A PROJECT)	3,500.00
	TOTAL	3,500.00

#### **ACH INSTRUCTIONS**

BANK NAME: SOUTH STATE BANK
ACCOUNT NAME: ANCHOR STONE MANAGEMENT LLC
ROUTING: 063114030
ACCOUNT NUMBER: 8010002521928



# EXHIBIT 11 <u>RETURN TO AGENDA</u>



#### **RESOLUTION NO. 2026-04**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT IMPLEMENTING SECTION 190.006(3), FLORIDA STATUTES, AND REQUESTING THAT THE POLK COUNTY SUPERVISOR OF ELECTIONS CONDUCT THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

**WHEREAS**, the Highland Meadows II 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 Polk County, Florida; and

**WHEREAS**, the Board of Supervisors of the District ("Board") seeks to implement Section 190.006(3), *Florida Statutes*, and to instruct the Polk County Supervisor of Elections ("Supervisor") to conduct the District's elections by the qualified electors of the District at the general election ("General Election").

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

- 1. **GENERAL ELECTION SEATS.** Seat 1, currently held by Deborah Galbraith and Seat 2, currently held by Kristen Anderson are scheduled for the General Election beginning in November 2026. The District Manager is hereby authorized to notify the Supervisor of Elections as to what seats are subject to General Election for the current election year, and for each subsequent election year.
- 2. **QUALIFICATION PROCESS.** For each General Election, all candidates shall qualify for individual seats in accordance with Section 99.061, *Florida Statutes*, and must also be a qualified elector of the District. A qualified elector is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Polk County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, *Florida Statutes*.
- 3. **COMPENSATION.** Members of the Board receive \$200 per meeting for their attendance and no Board member shall receive more than \$4,800 per year.
- 4. **TERM OF OFFICE.** The term of office for the individuals to be elected to the Board in the General Election is four years. The newly elected Board members shall assume office on the second Tuesday following the election.

- 5. **REQUEST TO SUPERVISOR OF ELECTIONS.** The District hereby requests the Supervisor to conduct the District's General Election in November 2026, and for each subsequent General Election unless otherwise directed by the District's Manager. The District understands that it will be responsible to pay for its proportionate share of the General Election cost and agrees to pay same within a reasonable time after receipt of an invoice from the Supervisor.
- 6. **PUBLICATION.** The District Manager is directed to publish a notice of the qualifying period for each General Election, in a form substantially similar to **Exhibit A** attached hereto.
- 7. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
  - 8. **EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this 15<sup>th</sup> day of December 2026.

HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT

	CHAIRPERSON/VICE CHAIRPERSON
ATTEST:	
SECRETARV/ASSISTANT SECRETARV	

#### EXHIBIT A

#### NOTICE OF QUALIFYING PERIOD FOR CANDIDATES FOR THE BOARD OF SUPERVISORS OF THE HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given that the qualifying period for candidates for the office of Supervisor of the Highland Meadows II Community Development District ("District") will commence at noon on June 8, 2026, and close at noon on June 12, 2026. Candidates must qualify for the office of Supervisor with the Polk County Supervisor of Elections located at 70 Florida Citrus Blvd., Winter Haven, FL 33880; Ph: (863) 534-5888. All candidates shall qualify for individual seats in accordance with Section 99.061, Florida Statutes, and must also be a "qualified elector" of the District, as defined in Section 190.003, Florida Statutes. A "qualified elector" is any person at least 18 years of age who is a citizen of the United States, a legal resident of the State of Florida and of the District, and who is registered to vote with the Polk County Supervisor of Elections. Campaigns shall be conducted in accordance with Chapter 106, Florida Statutes.

The Highland Meadows II Community Development District has (2) seats up for election, specifically seats 1 and 2. Each seat carries a four-year term of office. Elections are nonpartisan and will be held at the same time as the general election on November 3, 2026, and in the manner prescribed by law for general elections.

For additional information, please contact the Polk County Supervisor of Elections.

Publish on or before May 25, 2026.

# EXHIBIT 12 <u>RETURN TO AGENDA</u>



From: Marilyn Colon-Arce
To: Patricia Thibault
Cc: Austin Comings
Subject: Resignation

**Date:** Tuesday, December 9, 2025 11:57:25 PM

#### Good night,

Public service has been my life since 2001 and have lived the goodness of community work and community involvement. My 20+ years of experience was the reason to seek a position within the Board of Supervisors.

As time has passed, I have given thought on the communities perception of the Board and I am conflicted. A Supervisor position must be held with respect and not taken lightly because of what and who it represents.

With this being said, I present my resignation to the positions of Vice Chair and Supervisor within the Highland Meadows II Community Development District (CDD).

This decision was not taken lightly and responds to an internal struggle these past few months.

I appreciate the trust and confidence in allowing me to hold this position. Please advise what next steps is needed.

Marilyn Colon Arce

# EXHIBIT 13 <a href="https://example.com/retails-retail





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From: National Gamez Shatali, Gamez@haineschy.com> subject: FW: 733 meadow pt dr Date: December 5, 2025 at 10.46.04 EST To: "fendler@icloud.com" <fendler@icloud.com>

Please see the picture below. It was block
Best regards,
Natali Gamez
Public Weeks Secretary
HCFORW RD
One city, one vision,

One City, One Vision.

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Hairoc Cey, Ft. 13844

Man: (86) 21-3779

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