

***Highland Meadows II  
Community Development District***

***Agenda***

***January 10, 2023***

# AGENDA

# *Highland Meadows II*

## *Community Development District*

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219 E. Livingston St., Orlando, Florida 32801

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

January 3, 2023

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

Dear Board Members:

The regular meeting of the Board of Supervisors of the **Highland Meadows II Community Development District** will be held **Tuesday, January 10, 2023, at 2:30 PM** at **The Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.**

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

**Zoom Video Link:** <https://us06web.zoom.us/j/88622805377>

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

**Meeting ID:** 886 2280 5377

Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period (Speakers may also submit questions to the District Manager at [tadams@gmscfl.com](mailto:tadams@gmscfl.com) prior to the beginning of the meeting)
3. Organizational Matters
  - A. Acceptance of Resignation from Brian Walsh
  - B. Appointment of Individual to Fulfill the Board Vacancy of Seat 3, Term Expiring in 2024
  - C. Administration of Oath to Newly Appointed Supervisor & New Board Member Orientation
  - D. Consideration of Resolution 2023-02 Electing Officers
4. New Business
  - A. Consideration of Agreement Renewal for Landscape Maintenance-Prince and Sons

- B. Consideration of Bill of Sale for Donated Shade Structure
  - C. Discussion of Regular Meeting and Workshop Schedule
  - D. Discussion of Termination of Agreement for District Management and Field Management Services with Governmental Management Services (GMS)
  - E. Review of Revised Parking Map
  - F. Review of Correspondence to Residents Regarding Landscape Maintenance Violations
- 5. Approval of Minutes of the December 13, 2022, Board of Supervisors Meeting
  - 6. Staff Reports
    - A. Attorney
      - i. CDD 101 Presentation
    - B. Engineer
    - C. Field Manager's Report
    - D. District Manager's Report
      - i. Approval of Check Register
      - ii. Balance Sheet and Income Statement
  - 7. Supervisors Requests
  - 8. Public Comments
  - 9. Adjournment

# SECTION III

# SECTION A

**Date:** December 16, 2022 at 4:57:06 PM EST  
**To:** Tricia Adams <[tadams@gmscfl.com](mailto:tadams@gmscfl.com)>  
**Cc:** Brian Walsh <[b.walsh@highlandhomes.org](mailto:b.walsh@highlandhomes.org)>

Tricia,

Please accept this as my formal notice to resign from the Board of Supervisors for Highland Meadows II CDD. My resignation will be effective immediately.

Thank you.

<[image001.jpg](#)>

**Brian Walsh**

**Chief Operating Officer**

**O:** 863-619-7103 | **M:** 863-698-1301

[www.HighlandHomes.org](http://www.HighlandHomes.org)

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<[image006.png](#)>

# SECTION D



**RESOLUTION 2023-02**

**A RESOLUTION ELECTING THE OFFICERS OF THE  
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT  
DISTRICT, POLK COUNTY, FLORIDA.**

**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 (“Board”) desires to elect the 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 elected to the offices shown:

Chairperson	_____
Vice Chairperson	_____
Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Treasurer	_____
Assistant Treasurer	_____

**PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2023.**

ATTEST:

HIGHLAND MEADOWS II  
COMMUNITY DEVELOPMENT  
DISTRICT

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairperson, Board of Supervisors

# SECTION IV

# SECTION A

**LANDSCAPE MAINTENANCE AGREEMENT BY AND BETWEEN THE  
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT AND  
PRINCE AND SONS, INC.**

**THIS AGREEMENT** (“Agreement”) is made and entered into as of 21st day of June, 2021, effective June 21, 2021, by and between:

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

**PRINCE AND SONS INC.**, a Florida corporation, with a mailing address of 200 South F Street, Haines City, Florida 33844 (the “Contractor” and, together with the District, the “Parties”).

**RECITALS**

**WHEREAS**, the District was established by ordinance of the Board of City Commission of the City of Davenport, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District desires to retain an independent contractor to provide Services for those lands known as “*Phase 2A*”, “*Phase 2B*”, “*Phase 3*”, “*Phase 4A*”, “*Phase 4B*”, and “*Phase 4C*”, “*Phase 5A*”, “*Phase 6*”, “*Phase 6A*”, “*Phase 7*”, “*Phase 7A*”, and “*Amenity Center*”, all located within the District’s boundaries, and further identified in this Agreement; and

**WHEREAS**, Contractor represents that it is qualified to serve as a landscape maintenance contractor and has agreed to provide to the District those services as more particularly described in Contractor’s proposal attached hereto as **Exhibit A**, and incorporated herein (“Services”); and

**WHEREAS**, the District finds that entering into this Agreement with Contractor to provide Services is in the best interest of the District.

**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:

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

**2. DESCRIPTION OF WORK AND SERVICES.**

**A.** The District desires that the Contractor provide professional Services within presently accepted industry standards. Upon all Parties executing

this Agreement, the Contractor shall provide the District with the specific services as set forth in this Agreement and the Exhibits attached hereto.

- B. While providing the services identified in this Agreement, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services to the sole satisfaction of the District.
- C. The Contractor shall provide the specific professional Services as described in Paragraph 3 of this Agreement.

**3. SCOPE OF SERVICES.** The duties, obligations, and responsibilities of the Contractor are those described in this Agreement and the attached Exhibits. Contractor agrees to provide such Services for the lands identified by highlights in the Service Area Maps attached hereto as **Composite Exhibit B**. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

**4. MANNER OF CONTRACTOR'S PERFORMANCE.** The Contractor agrees, as an independent contractor, to undertake work and/or perform or have performed such Services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with presently accepted industry standards. The performance of all Services by the Contractor under this Agreement and related to this Agreement, including any additional services or work authorized by an amendment, addendum or work authorizations issued pursuant to this Agreement, shall conform to any written instructions issued by the District.

- A. Should any work and/or services be required which are not specified in this Agreement or any written amendment, addenda or work authorization but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.
- B. The Contractor agrees that the District shall not be liable for the payment of any work or services unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.
- C. The District shall designate in writing a person to act as the District's representative with respect to the Services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

- (1) The District hereby designates the District Manager and his or her representative to act as the District's representative.
  - (2) The Contractor agrees to meet with the District's representative no less than one (1) time per month to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.
- D.** In the event that time is lost due to heavy rains ("Rain Days"), the Contractor agrees to reschedule its employees and divide their time accordingly to complete all scheduled services during the time during the same week as any Rain Days. The Contractor shall provide services on Saturdays if needed to make up Rain Days, but shall not provide services on Sundays.
- E.** Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.
- F.** Contractor shall be obligated to ensure that all trees, plants or other vegetation that are located near any roadways and being maintained in accordance with this Agreement comply with all local, State and Federal line-of-sight requirements, among any other applicable regulations.

**5. COMPENSATION; TERM.**

- A.** As compensation for services described in this Agreement, the District agrees to pay the Contractor Sixteen Thousand Dollars and 00/100 (\$16,000.00) per month for an annual total of One Hundred Ninety-Two Thousand Dollars and 00/100 (\$192,000.00), as more particularly set forth in **Exhibit A**. Work shall commence upon execution of this Agreement and shall continue for a period of twelve (12) months, unless terminated earlier in accordance with Section 13 below or renewed in accordance with Section 5(B), below.
- B.** This Agreement may be renewed for four (4) additional one (1)-year terms by a written agreement duly executed by the Parties, at the prices provided in Section 5(A) above. Such renewals shall be contingent upon satisfactory performance evaluations by the District and subject to the availability of funds.
- C.** If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services in accordance

with the unit prices set forth in **Exhibit A** or upon a negotiated price between the Parties. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, work authorization(s) or change order(s) to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

Additional services not included in the Scope of Services can be provided by the Contractor. However, no additional services shall be provided by the Contractor unless done at the written direction of the District. Fees for such additional services shall be as provided for in the attached Exhibit, or, if not identified, as negotiated between the District and the Contractor.

- D.** The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, materialmen, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Worker's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- E.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District. Each monthly invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

## **6. INSURANCE.**

- A.** The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

  - (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.

- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
    - (i) Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
  - (3) Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
  - (4) Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.
- B.** The District, its staff, consultants, agents and supervisors shall be named as additional insureds and certificate holders. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.
- C.** If the Contractor fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

## **7. INDEMNIFICATION.**

- A.** Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.



- B.** Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents, staff and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, wholly or in part by, the work to be performed by Contractor. Contractor further agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statute. Any subcontractor retained by the Contractor shall acknowledge in writing such subcontractor's acceptance of the terms of this Section 7.

**8. COMPLIANCE WITH GOVERNMENTAL REGULATION.** The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor 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 any 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 Contractor 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 or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

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

**10. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. 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.

**11. CUSTOM AND USAGE.** It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from

so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

**12. SUCCESSORS.** This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

**13. TERMINATION.** The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement; and that the Contractor may terminate this Agreement for any reason by providing ninety (90) days' written notice of termination to the District. The Contractor agrees that the District may terminate this Agreement immediately with cause by providing written notice of termination to the Contractor. The District may terminate this Agreement without cause by providing thirty (30) days' written notice of termination to the Contractor. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

**14. PERMITS AND LICENSES.** All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

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

**16. INDEPENDENT CONTRACTOR STATUS.** In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

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

**18. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**19. AGREEMENT.** This instrument, together with its Exhibit, shall constitute the final and complete expression of this Agreement between the District and the Contractor relating to the subject matter of this Agreement. Exhibits attached hereto are provided to clarify the terms of the Agreement. To the extent that any terms and provisions of Exhibit A and Composite Exhibit B conflict with the terms and provisions of this Agreement, this Agreement shall control.

**20. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

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

**22. NOTICES.** All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

- A. If to the District:** Highland Meadows II  
Community Development District  
219 East Livingston Street  
Orlando, Florida 32801  
Attn: District Manager
- With a copy to:** Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn: District Counsel
- B. If to the Contractor:** Prince and Sons Inc.  
200 South F Street  
Haines City, Florida 33844  
Attn: Ian Prince

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day.

If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

**23. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Contractor 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 expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor 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 Contractor and their respective representatives, successors, and assigns.

**24. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The exclusive venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in and for Polk County, Florida.

**25. EFFECTIVE DATE.** This Agreement shall be effective upon the date first written above and shall remain in effect for a period of twelve (12) months, unless terminated earlier by either of the District or the Contractor in accordance with the provisions of this Agreement.

**26. PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, the Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is Jillian Burns ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of this Agreement's term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

**27. 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.

**28. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. The District and the Contractor 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 each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

**29. SCRUTINIZED COMPANIES STATEMENT.** The Contractor certifies that it is not in violation of Section 287.135, *Florida Statutes*, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

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

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

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

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

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

*[Remainder of page left intentionally blank]*

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

ATTEST:

**HIGHLAND MEADOWS II  
COMMUNITY DEVELOPMENT  
DISTRICT**


  
Secretary/Assistant Secretary

  
Vice/Chairperson, Board of Supervisors

WITNESS:

**PRINCE AND SONS INC., a Florida  
corporation**

  
Print Name: Marilyn Meade

  
Ian B. Prince, President

**Exhibit A: Scope of Services  
Exhibit B: Service Area Maps**

EXHIBIT A



200 S F. Street. Haines City, FL 33844 Phone: (863) 422-5207

**Lawn Maintenance Service Contract Agreement**

This Lawn Service Contract (this "Contract") is made effective as of July 1<sup>st</sup>, 2021, by and between Highland Meadows c/o Highland Meadows II CDD of 417 Highland Meadows St, Davenport, FL 33837 and Prince and Sons Inc., of 200 S F Street, Haines City, Florida 33844.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Highland Meadows II CDD hires Prince and Sons Inc., and Prince and Sons Inc. agrees to provide Lawn Service to the Highland Meadows, Highland Meadows Phase 1, Highland Meadows 2, Highland Meadows Amenity Center, Summerview, The Ridge, The Preserve, and The Grove at Highland Meadows at the following location, Davenport, FL 33837 under the terms and conditions hereby agreed upon by the parties:

**1. DESCRIPTION OF SERVICES.** Beginning on July 1<sup>st</sup>, 2021, Prince and Sons Inc., will provide the following services (collectively, the "Services"):

**A. MOWING OF TURF AREAS:**

Mowing of all turf areas will be done 42 times a year at a rate of \$12,915 monthly or \$154,980 annually. Weed-eating (line trimming) & edging shall be performed during each mowing event. St. Augustine grass is to be cut no less than 4", Bahia no less than 3" to foster photosynthesis and strong root development. Blades shall remain sharp always, visible clippings are to be removed to prevent thatch build-up, mower operator will change patterns if possible, per service to prevent ruts in turf. Blowing off all hard surfaces shall be performed immediately following each mowing event, clippings are to be kept out of beds and waterways. Trash and small debris on grounds shall be discarded during service.

**B. BUSHOGGING & POND MOWING:**

All retention ponds shall be maintained at a set price of \$2,185 monthly or \$26,220 annually. Retention ponds will be maintained 19 times annually or by request as needed. Ponds containing drains or obstacles shall be maintained by herbicide and/or weed-eater.

**C. PRUNING & TRIMMING:**

Palm Tree trimming is a variable service and will require management approval. Palm tree trimming is to be billed at \$35 per palm for any request. **(BILLABLE)** Selective pruning of all ornamental shrubbery shall be performed at the best time for flower and bud development, foliage growth and as necessary for the health of the plants. Removal & disposal of all generated debris from the property shall be completed following each pruning event.

**D. PLANT BED WEED CONTROL:**

Weed control shall be performed by using both pre-emergence and post-emergence herbicides as needed on all planter beds. Removal & disposal of all generated debris from the property shall be completed following each weeding event.





200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

**E. HORTICULTURAL:**

All horticulture is variable and requires management approval. **(BILLABLE)**

Our horticultural process is listed below.

**Shrubs-** Would be fertilized **4** times annually with professional products using 100% Poly-Coat. This process ensures year-round feeding of nutrients. All fungus emerging on plants shall be treated and controlled as needed during growing season.

**Turf-** St Augustine Grass would be fertilized and as prescribed by technician **4** times per year April & October. Management of turf damaging insects and pests such as Chinch Bugs and Fire Ants suppression **1** time a year, in the month of June. Upon site inspection use top choice for control, billable and upon Manager approval. All Fungus in turf grass areas would be controlled annually and treated as needed during growing season. Prince and Sons Inc. rotates active ingredients in our Fungicides to ensure chemical resistance control.

**F. ANNUALS: SERVICE AVAILABLE UPON REQUEST**

A selection of **000** annuals shall be rotated on the months of January-April-July-October, flowers will be selected to appropriate season and climate. This service requires management approval at a suggested cost of **\$2.00 per 4" pot. (BILLABLE)**

**G. MULCHING:**

**TBD** cubic yards of "Small Pine-bark" mulch is to be spread at a rate of **\$45.00** per cubic yard. This service is variable and requires management approval. **(BILLABLE)**

**H. IRRIGATION SYSTEM INSPECTIONS:**

Irrigation inspections are to be performed monthly; **12** times per year at a rate of **\$900 a month or \$10,800 annually**. A service report from Prince technician is to be completed after each inspection. Any damages sustained to the irrigation system as a direct result of the work by Prince and Sons Inc. shall be repaired at no cost to the customer. Any repairs required due to normal wear, vandalism or "Acts of God" can be completed upon request and shall be billed at actual time and materials at **\$65.00 per hour plus parts**.

**2. INDEPENDENT CONTRACTOR STATUS.** It is understood by the parties that Prince and Sons Inc. is an independent contractor with respect to **Highland Meadows II CDD**, and not an employee of **Highland Meadows II CDD** will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Prince and Sons Inc.

**3. INJURIES.** Prince and Sons Inc. acknowledges Prince and Sons Inc.'s obligation to obtain appropriate insurance coverage for the benefit of Prince and Sons Inc. (and Prince and Sons Inc.'s employees, if any). Prince and Sons Inc. waives any rights to recovery from **Highland Meadows II CDD** for any injuries that Prince and Sons Inc. (and/or Prince and Sons Inc.'s employees) may sustain while performing services under this Contract and that are a result of the negligence of Prince and Sons Inc. or Prince and Sons Inc.'s employees.



200 S F. Street, Haines City, FL 33844 Phone: (863) 422-5207

**4. INDEMNIFICATION.** Prince and Sons Inc. agrees to indemnify and hold harmless Highland Meadow II CDD from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Highland Meadows II CDD that result from the acts or omissions of Prince and Sons Inc., Prince and Sons Inc.'s employees, if any, and Prince and Sons Inc.'s agents.

**5. PERSONNEL DRESS CODE:** Employees shall wear uniforms or professional attire always. Clothing that expresses obscene language or graphics, degrading or demeaning connotations, is strictly prohibited. Prince and Sons Inc. employees shall wear shirts at all times and shall wear footwear that conforms to safe work practices.

**6. ACCOUNT MANAGEMENT:** A Prince and Sons Inc. account manager will be assigned to this property. The account manager shall be a direct point of contact between Highland Meadows II CDD and Prince and Sons Inc. We ensure he/she adheres to Best Maintenance Practices and returns all emails and phone calls within a timely professional manner. Each Prince manager has been certified by the Landscape Maintenance Association of Florida through The Department of Agriculture. Each manager continues viable education each year to provide industry leading knowledge and valuable solutions to the customer.

**7. WARRANTY:** Prince and Sons Inc. offers a full 30 days warranty on all new plant's material installed by Prince under our care and maintenance agreement.

**8. INSURANCE.** Prince and Sons Inc. will maintain at all times throughout the term of this agreement the following insurance:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering Prince and Sons Inc., legal liability for bodily injuries, with limits of \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
  - 1. Independent Contractors Coverage for the bodily injury and property damage in connection with any subcontractor's operation.
- C. Employer's Liability Coverage with limits of \$1,000,000 per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of resulting from the operation, maintenance, or use by Prince and Sons Inc. of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.



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**9. ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract whether oral or written.

**10. SEVERABILITY.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**11. APPLICABLE LAW.** This Contract shall be governed by the laws of the State of Florida.

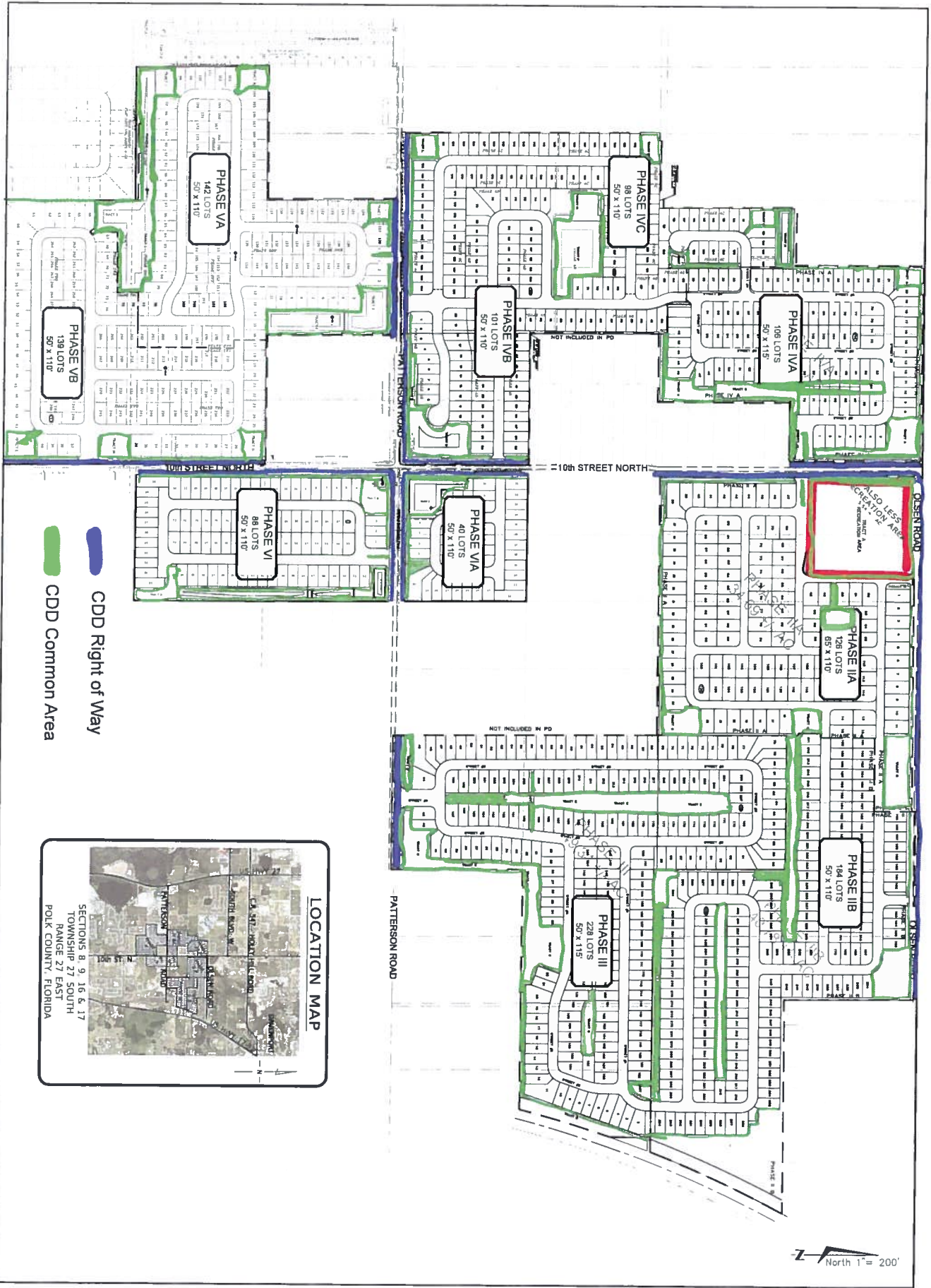
**12. TERMS:** The term of this agreement shall be for twelve **(12)** months, commencing on: **July 1<sup>st</sup>, 2021**, and terminating on: **May 31<sup>st</sup>, 2022**. The Customer shall notify Prince and Sons Inc. in writing of any unsatisfactory work performance or problems and shall allow Prince and Sons Inc. the opportunity to rectify any said problems in a timely manner, agreed to by both parties. This contract includes a thirty (30) day clause, in which it may be cancelled by either party, with just cause and after providing the other party with a thirty (30) day written notice.

**13. PAYMENT FOR SERVICES.** During the term of this agreement, the customer shall pay Prince and Sons Inc. the sum of: **(\$16,000.00) Sixteen Thousand and 00/100** per month. As set forth herein on **Exhibit A**. Payments are due the 1<sup>st</sup> day of each month for that month's service. Payments not received within (30) thirty days may be subject to account being placed on hold until account is up to date.

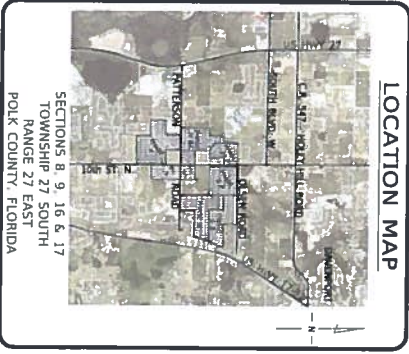
Annual Total Cost: **(\$192,000.00) One Hundred Ninety Two Thousand Dollars and 00/100** per year.

# COMPOSITE EXHIBIT B

2. Drawing File: PDW-PHASE 8-9-16 & 17-HIGHLAND MEADOWS, LLC 10/14/16 1701 Highland Meadows Phase 20 Date: 10/20/16



— CDD Right of Way  
— CDD Common Area



North 1" = 200'

NOT VALID WITHOUT SEAL  
 DENNIS L. WOOD P.E. #17464 DATE  
 OVERALL SITE PLAN  
 SHIT 1

**HIGHLAND MEADOWS**  
**OVERALL SITE PLAN**  
 DAVENPORT/POLK COUNTY/HAINES CITY

**Dennis Wood Engineering, LLC**  
 DENNIS WOOD, PROFESSIONAL ENGINEER  
 EMAIL: denniswoodeng@earthlink.net  
 OFFICE: (850) 848-2960  
 FAX: (850) 848-2964  
 CELL: (850) 842-0818  
 1323 BARTON ROAD  
 LAKELAND, FL 33861

DATE	NO.	REVISIONS
11/25/16	9	UPDATED PHASE 24, 48 & 5 LOT LAYOUTS
11/22/16	10	ADDED PHASES 5 AND 6
01/28/16	11	SHADED HAINES CITY LOTS
7/22/11	12	PHASE VA, AND VB LOT DIVISION





1. ACTIVE CLAYTON PROPERTY DEVELOPMENT, HIGHLAND MEADOWS, HIGHLAND MEADOWS BELLEVUE PLAT AND 10/19/2014 10:06 AM, RUP

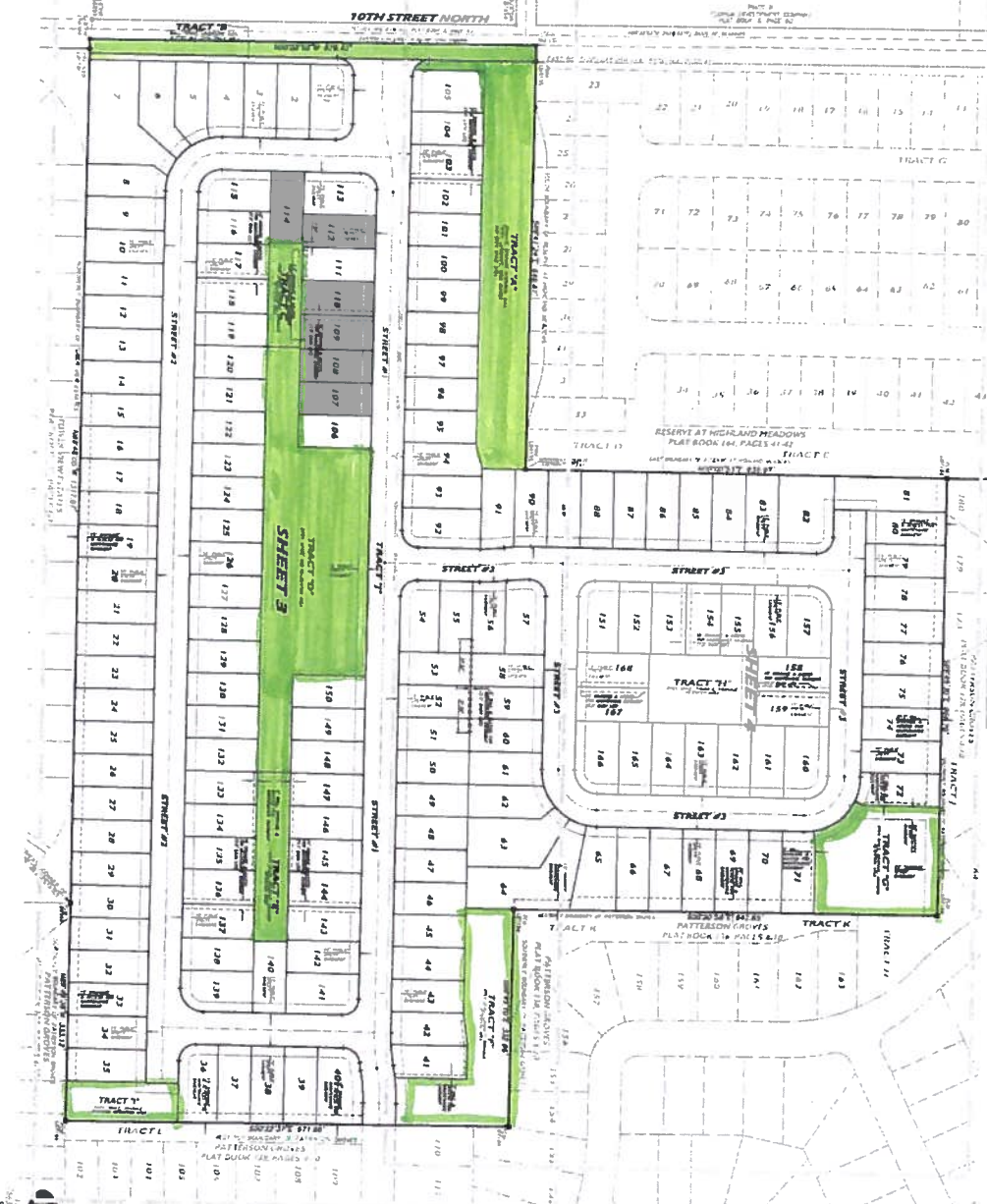
**NOTES AND LEGEND**

- 1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
- 2. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
- 3. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
- 4. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
- 5. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
- 6. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
- 7. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
- 8. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
- 9. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.
- 10. ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD UNLESS OTHERWISE NOTED.

**NOTICE:**  
 THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION OR RECORDATION WITHOUT THE APPROVAL OF THE POLK COUNTY ENGINEER. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE ENGINEER AND THE POLK COUNTY ENGINEER'S OFFICE.

**HIGHLAND MEADOWS PHASE 7**  
 A REPLAT OF TRACTS 13, 14, 17, 18 AND 21, OF FLORIDA DEVELOPMENT CO. TRACTS AS RECORDED IN PLAT BOOK 3, PAGES 60 THRU 63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, THE PLATTED UN-OPENED RIGHTS-OF-WAY LYING SOUTH OF TRACTS 13 AND 14 AND NORTH OF TRACTS 17, 18 AND 21, AND THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 16, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, STATE OF FLORIDA

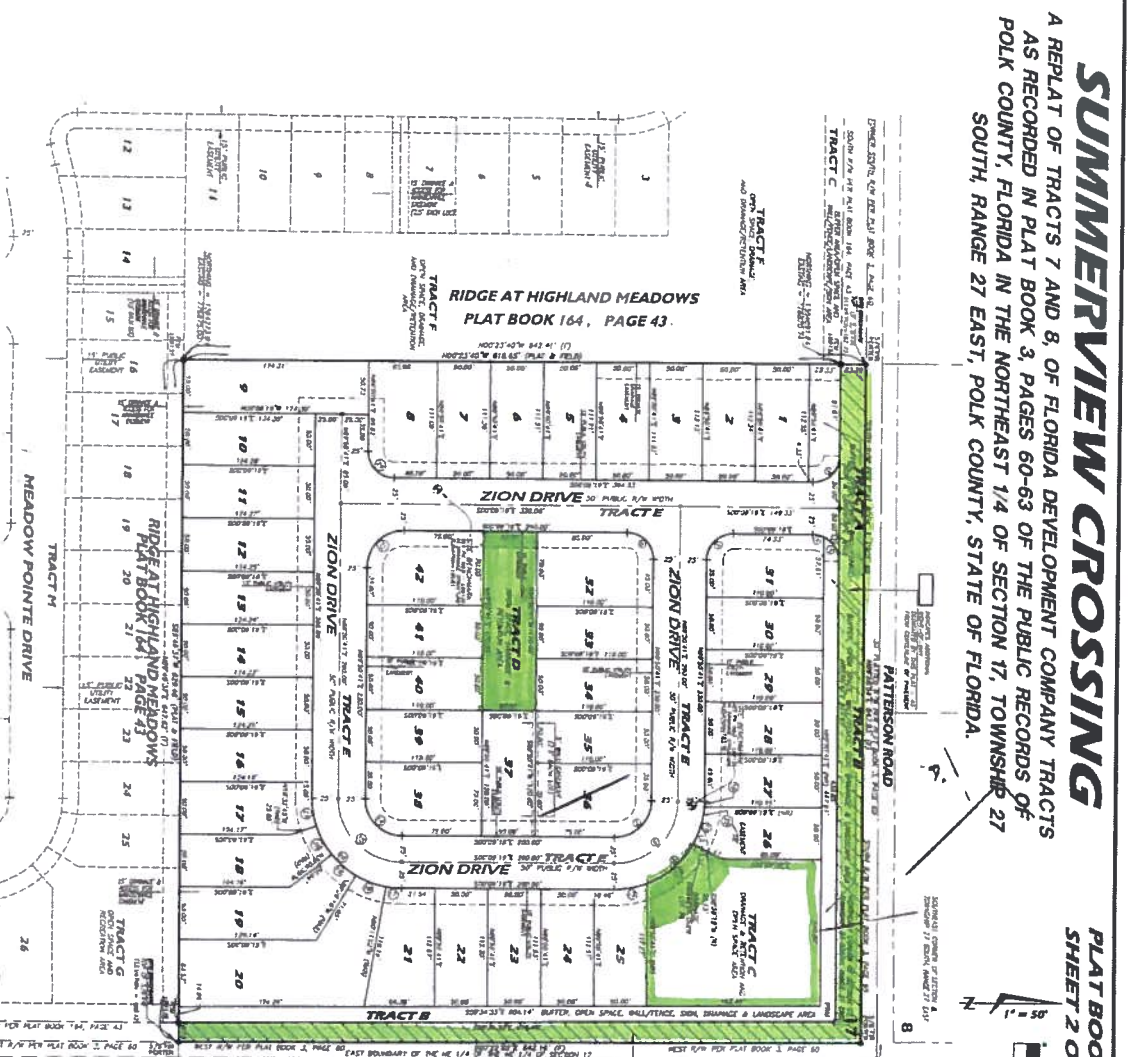
**PLAT BOOK PAGE**  
**SHEET 2 OF 4**



- NOTES AND LEGEND**
1. SEE ACTIVE CROSSING PLAT BOOK 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

TRACT	AREA (SQ. FT.)	AREA (ACRES)	PERCENTAGE OF TOTAL
TRACT A	1,234,567	28.2	12.5%
TRACT B	1,345,678	30.8	13.2%
TRACT C	1,456,789	33.4	14.1%
TRACT D	1,567,890	36.0	15.0%
TRACT E	1,678,901	38.6	16.0%
TRACT F	1,789,012	41.2	17.0%
TRACT G	1,890,123	43.8	18.0%
TRACT H	1,901,234	44.0	18.1%
TRACT I	2,012,345	46.6	19.0%
TRACT J	2,123,456	49.2	20.0%
TRACT K	2,234,567	51.8	21.0%
TRACT L	2,345,678	54.4	22.0%
TRACT M	2,456,789	57.0	23.0%
TRACT N	2,567,890	59.6	24.0%
TRACT O	2,678,901	62.2	25.0%
TRACT P	2,789,012	64.8	26.0%
TRACT Q	2,890,123	67.4	27.0%
TRACT R	2,901,234	67.6	27.1%
TRACT S	3,012,345	70.2	28.0%
TRACT T	3,123,456	72.8	29.0%
TRACT U	3,234,567	75.4	30.0%
TRACT V	3,345,678	78.0	31.0%
TRACT W	3,456,789	80.6	32.0%
TRACT X	3,567,890	83.2	33.0%
TRACT Y	3,678,901	85.8	34.0%
TRACT Z	3,789,012	88.4	35.0%

**NOTICE:**  
 THE PLAT OF THIS SECTION IS THE PROPERTY OF THE ACTIVE CROSSING DEVELOPMENT, BARRACLOUGH CROSSING WITH CROSSING PLAT BOOK 164 AND 165, 2020. THE PLAT BOOKS 164 AND 165 ARE THE PROPERTY OF THE ACTIVE CROSSING DEVELOPMENT, BARRACLOUGH CROSSING WITH CROSSING PLAT BOOK 164 AND 165, 2020. THE PLAT BOOKS 164 AND 165 ARE THE PROPERTY OF THE ACTIVE CROSSING DEVELOPMENT, BARRACLOUGH CROSSING WITH CROSSING PLAT BOOK 164 AND 165, 2020.



**PSI PLANNING**  
 1841 S.W. 10th Street, Suite 101, Lakeland, Florida 33801  
 (888) 555-5555  
 DEVELOPMENT AND SURVEYING DIVISION  
 1841 S.W. 10th Street, Suite 101, Lakeland, Florida 33801  
 (888) 555-5555

# EXHIBIT 1

## Highland Meadows 2 Landscaping Scope of work

The work for the exterior landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract.

### SCHEDULE "A" – GENERAL SERVICES

#### A. Turf Maintenance

*Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. Turf maintenance operations are to be completed the same day they are begun. High traffic and high profile areas such as community entrances and parks will be completely mowed, edged, trimmed and cleaned up prior to normal business hours of operation. In the event it becomes necessary to make a change in the mowing schedule for any reason, management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.*

##### 1. Mowing

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.
- b. Turf shall be mowed weekly during the growing season from March 15<sup>th</sup> through October 15<sup>th</sup> and bi-weekly during the non-growing season from October 15<sup>th</sup> through March 15<sup>th</sup>. Based on this schedule, it is estimated that the contractor will perform a minimum of 40 and a maximum of 42 mowing cycles per 12-month period in the performance of this contract. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of management. Should the number of mowing cycles fall below 40 in any contract year during the term of this agreement, the contractor will reduce the next month's billing by the amount per cycle for each cycle missed. Owner will pay contractor the per cycle amount for each mowing cycle in excess of 42 per contract year when management requests additional mowing cycles. This will be invoiced at the contracted price per cycle in the month following the end of the contract period.
- c. Turf shall be cut with high speed rotary mowers to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
- d. Mowing heights will be set at 3½" to 4½" for Bahia turf and St. Augustine Turf. At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting. Due to irrigation regulations and periods of drought, with approval from management, heights may be increased to decrease turf damage.
- e. Visible clippings that may be left following mowing operations shall be removed from the turf each visit. Discharging grass clippings into beds, tree rings or maintenance strips is unacceptable and any visible clippings discharged into these areas shall be removed prior to the end of each service day.
- f. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractors mowing equipment may result in the replacement of damaged material at the contractor's cost. Determination as to replacement will be at the sole discretion of



management. Replacement material will be similar size to the material being replaced.

## 2. Edging

Sidewalks, curbs, concrete slabs and other paved surfaces will be edged in conjunction with mowing operations. Edging is defined as removal of unwanted turf from the above mentioned borders by use of a mechanical edger. String trimmers will not be used for this function.

## 3. String Trimming

a.) String Trimming shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed with each mowing operation.

b.) Under no circumstance will it be an acceptable practice to string trim bed edges or small turf areas that may be cut utilizing a small walk behind mower.

c.) Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of management.

d.) Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge on a quarterly basis.

## 4. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces.

## 5. Damage Prevention/Repair

Special care shall be taken to protect building foundations, light poles, sign posts, in-ground water meter covers and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the owner within 30 days for any damage to property caused by their crew members or equipment.

## **B. Detail**

*Detailing of planted areas will be performed weekly in a sectional method, each section representing one-third of the entire property. Based on three sections, the contractor will completely detail the entire property once every three weeks. The exception will be amenity or high profile areas. These are high traffic and focal areas and as such will be included in each detail section to provide weekly attention. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation.*

### 1. Pruning

a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.

b. Only Contractor's staff that have been trained and demonstrate competency in proper pruning techniques shall perform pruning. Use only hand pruners or loppers

on trees and shrubs, particularly groundcover varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by management.

- c. Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet contractor shall propose an extra service to management and acquire approval prior to performing the work. The branching height of trees shall be raised only for the following reasons:
  - Provide clearance for pedestrians, vehicles, mowers and buildings.
  - Maintain clearance from shrubs in bed areas.
  - Improve visibility in parking lots and around entries.
- d. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
- e. Removal of wood stakes and guying systems from trees as needed.
- f. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function. The Maintenance Contractor should meet with Landscape Architect on site to confirm design intent. This intent will be documented for future reference.
- g. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance and separation from adjacent plant material.
- h. Structural pruning will be required for several varieties of plants bi-annually, annually or semi-annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. Ornamental Grasses are to be haystack cut one time per year in late February to early March per UF IFAS Extension.
- i. Crape Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by management.
- j. Pruning of all palms less than 12' CT in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.

## 2. Edging

- a. Edging is defined as removal of unwanted vegetation along beds and tree saucers. Edges are to be perpendicular to the ground.
- b. Only mechanical edgers will be used for this function. Use of string trimmers or non selective herbicides will not be allowed.
- c. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.
- d. Once trees are established, tree saucers/rings shall be maintained at a diameter tight to the tree's trunk as specified by the Landscape Architect.

### 3. Weed Control

- a. Bed areas are to be left in a weed free condition after each detail service. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand. Also, in beds where chemicals could damage plant material, weeds will be pulled by hand.
- b. Hardscape cracks and expansion joints are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.

## C. General

### 1. Policing

- a. Contractor will police the grounds daily or on each service visit to remove trash, debris and fallen tree litter less than 2" in diameter. Contractor is not responsible for removal of excessive storm debris which would require a proposal and approval from management. Contractor will make management aware of any excessive debris or trash removal needs immediately.
- b. Contractor will dedicate supplemental personnel and specialized equipment to the removal of seasonal leaf drop from all landscape and hardscape areas during the months of October through April.
- c. All litter in CDD areas shall be removed from the property and disposed of off site.

### 2. Communication

- a. Daily, the contractor will communicate with management for any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by management which details all aspects of the previous week's maintenance activities.
- c. Contractor will provide a Monthly Service Calendar for the upcoming period and a copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental report. A copy of these documents should be submitted to management by the 5<sup>th</sup> of each month electronically or via U.S. mail.
- d. Contractor agrees to take part in monthly inspections of the property to insure their performance of this agreement meets the standards required herein and protects the overall well being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for a minimum of the pre inspection meeting.

### 3. Staffing

- a. The Contractor shall have a well-experienced Foreman/Supervisor on site at all times with the crew. This person should have extensive knowledge of horticultural practices and be capable of properly supervising others. He/she and other supervisors should be in a certain type of uniform that distinguishes them from the crew. The Foreman/Supervisor should communicate daily with the Developer's Representative and submit a report of the crew's accomplishments at the end of each week to Management. In order to maintain continuity, the same Foreman/Supervisor shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of the CDD representative prior to any such change. This will assure the

CDD and Developer's Representatives that maintenance personnel remain familiar with the maintenance specifications, the site and any changing conditions.

- b. The Contractor will publish their on-site roster adjusted seasonably on a quarterly basis.
- c. The crew members should be properly trained to carry out their assigned task, and should work in a safe professional manner. Each crew member should be in full uniform at all times to include all rain, cold weather gear and hats.
- d. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.
- e. Contractor agrees to screen all crew members for criminal background, advise Management and not employ persons for this Contract that have been convicted of or pled guilty to a felony crime to which Management objects. Also, Contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.
- f. Contractor is expected to staff the property with adequately trained personnel, five days per week, Monday through Friday. Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Normal working hours are from 7:00 AM until 5:00 PM. No power equipment operating near homes before 9:00 AM. Saturdays will be made available for makeup work due to inclement weather from 8:00 AM until 4 PM.

**SCHEDULE "D" – SPECIAL SERVICES** (If included, see Exhibit 2 Fee Summary)

**Note: All Special Services work is to be performed by supplemental crews**

**A. Bed Dressing**

1. Schedule

- a. Pine bark will be replenished in all planted and unplanted areas as dictated by management. Contractor will provide a per yard price for mulch. Contractor will inform management of any areas that require mulch.
- b. Installation will be completed within a six week time period.

2. Installation

- a. Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.
- b. Bed Dressing should be installed in weed free beds that have been properly edged and prepared.
- c. Pine Bark should be installed to maintain an adequate cover in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by management.
- d. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

## **B. Palm Trimming**

1. Palms less than 12' CT will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
2. Palms in excess of 12' CT will be trimmed once per year in the months of July/August.
3. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
4. Trim palms so that the lowest remaining fronds are parallel to the ground or a ten and two o'clock profile. "Hurricane" cuts are only to be done at the direction of management.
5. When trimming, cut the frond close to the trunk without leaving "stubs".

## **SCHEDULE "E" – IRRIGATION MAINTENANCE** (If included, see Exhibit 2 Fee Summary)

### **A. Frequency of Service**

1. Contractor will perform the following itemized services under "Specifications" on a monthly basis completing 25% of the inspection each week.
  - a. The irrigation inspection will be performed during the same week(s) each month.

### **B. Specifications**

1. Activate each zone of the system.
2. Visually check for any damaged heads or heads needing repair.
3. Visually check all landscape areas irrigated with Netofim drip lines and emitters to ensure proper water flow and pressure.
4. Clean, straighten or adjust any heads/emitters not functioning properly.
5. Report any valve or valve box that may be damaged in any way.
6. Leave areas in which repairs or adjustments are made free of debris.
7. Clean filters located at each zone valve monthly.
8. Adjust controller to the watering needs as dictated by weather conditions and seasonal requirements.
9. Contractor will provide a written report of the findings by zone.

### **C. Qualifying Statements**

#### **1. Repairs**

- a. Repairs that become necessary and that are over and above the routine maintenance contract will be done on a time and material basis at the rates as outlined by contractor. Contractor will provide an hourly rate for irrigation repairs.
- b. Request for authorization must be submitted to management for approval on any repairs above \$750. A description of the problem, its location and estimated cost should be included. All repairs must be approved by the management prior to initiating any work.

#### **2. Service Calls**

- a. Service Calls required between scheduled visits will be billed on a time and material basis at the rates as outlined by contractor.
  - b. When not an emergency, request for authorization must be submitted in written form to management for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by management prior to initiating any work.
3. Contractor will pay special attention during irrigation maintenance inspections (IMC) to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas.
  - a. Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.
4. Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the property within 24 hours of being detected.
5. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
6. Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.
7. Contractor will visually inspect irrigation system weekly while performing routine maintenance.
8. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

# SECTION B

**WARRANTY BILL OF SALE**

KNOW ALL MEN BY THESE PRESENTS, that this Warranty Bill of Sale is made to be effective the \_\_ day of January, 2023, by and between \_\_\_\_\_, a \_\_\_\_\_, with a mailing address of \_\_\_\_\_, ("**Grantor**") for good and valuable consideration provided to Grantor by the **Highland Meadows II Community Development District**, a local unit of special purpose government located in Polk County, Florida, with a mailing address of c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 ("**Grantee**"), the receipt and sufficiency of which are hereby acknowledged by the Grantor.

Grantor has granted, bargained, transferred, conveyed and delivered to Grantee, its successors, heirs, executors, administrators and assigns forever, all right, title and interest of Grantor, if any, in and to following improvements and associated work product and rights as shown below:

**SEE EXHIBIT A**

(hereinafter referred to as "**Property**"). TO HAVE AND TO HOLD the same unto the Grantee, its executors, administrators and assigns forever.

The Grantor hereby covenants with Grantee, its successors and assigns, that (i) Grantor is the lawful owner of the Property, (ii) the Property is free from all encumbrances, (iii) Grantor is unaware of any liens or encumbrances and covenants to timely address any such liens or encumbrances if and when filed, (iv) Grantor has good right to sell the Property; and (v) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee, its successors and assigns, against the lawful claims and demands of all persons whosoever; provided, however, that notwithstanding the absence of any other warranty contained herein, the Grantor warrants that there are no unpaid taxes or assessments owing on the Property conveyed by this instrument as of the date of conveyance.

The Grantor represents to the Grantee that the Grantor has no knowledge of any latent or patent defects in the Property. The Grantor hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused latent or patent defects to the Property, including, but not limited to, any and all warranties, bonds, claims and other forms of indemnification; provided, however, that Grantor agrees and understands that acceptance of this instrument and conveyance by Grantee does not relieve Grantor of responsibility for ensuring that all punch-list items, as identified by Grantee, are resolved.

By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee’s sovereign immunity or any limitation on liability provided in Section 768.28, *Florida Statutes*, or and other statutes and law.

*[Signature page follows]*



**IN WITNESS WHEREOF**, the foregoing Warranty Bill of Sale is hereby executed and delivered as of the day and year first written above.

**“GRANTOR”**

Signed, sealed and delivered  
in the presence of:

\_\_\_\_\_  
a \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA            )  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_  
\_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_, as \_\_\_\_\_  
for \_\_\_\_\_.

\_\_\_\_\_  
Name: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

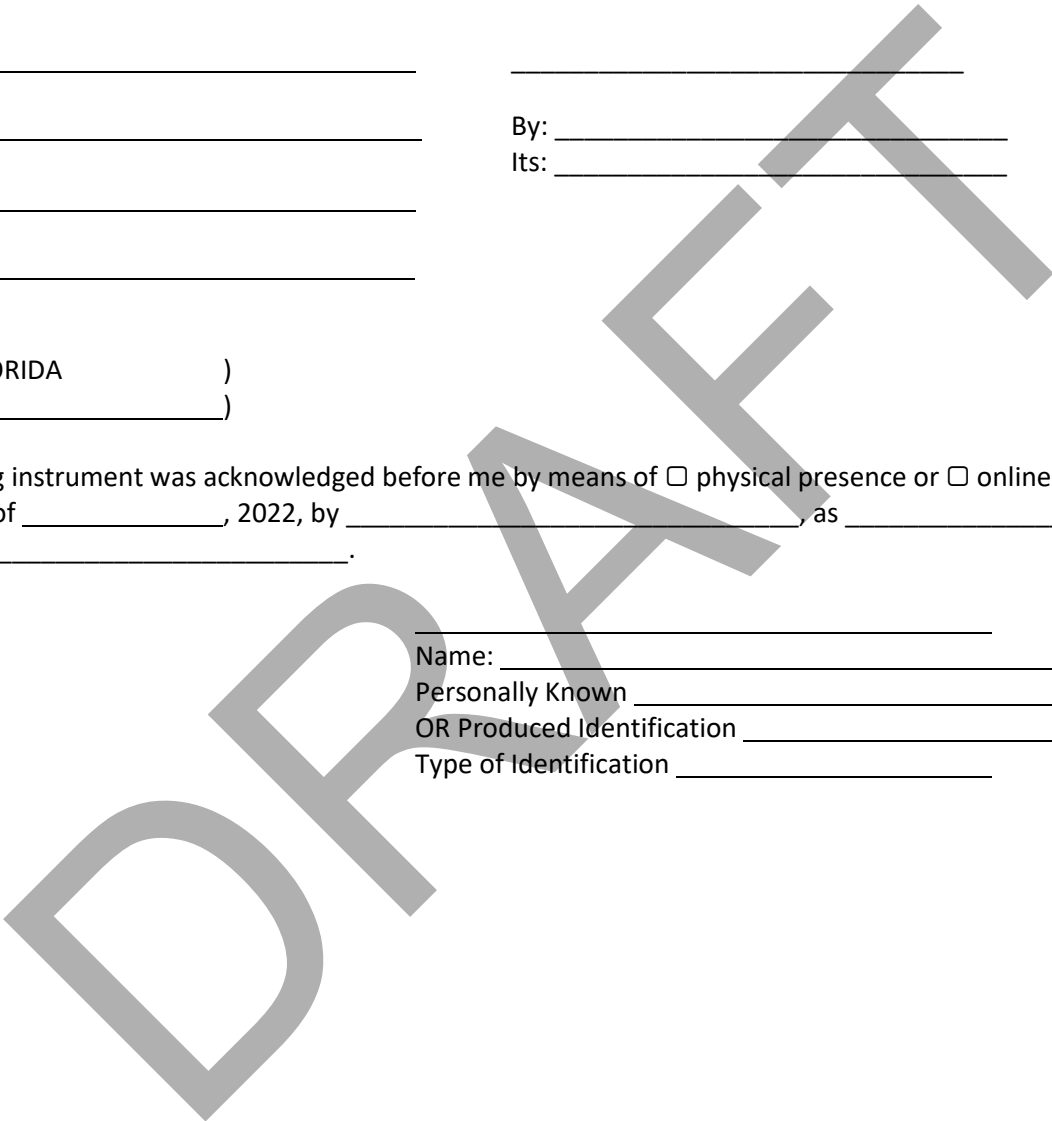
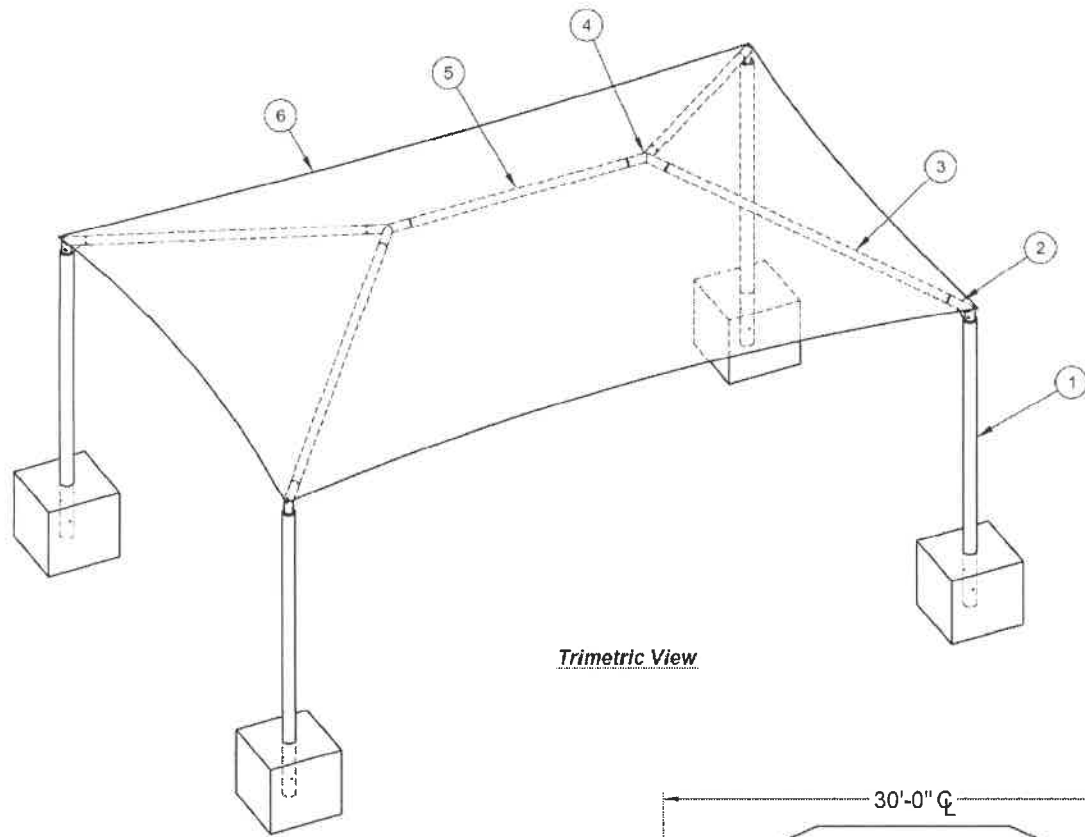


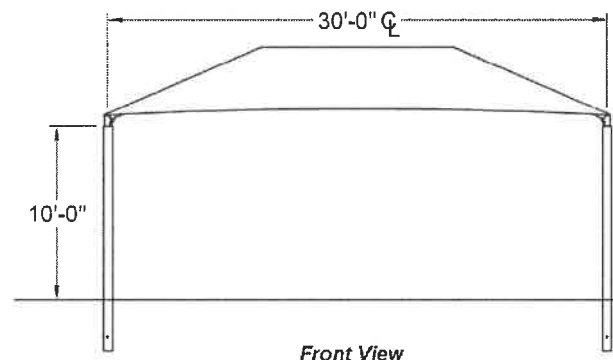
Exhibit A

*[Description of shade structures to be added]*

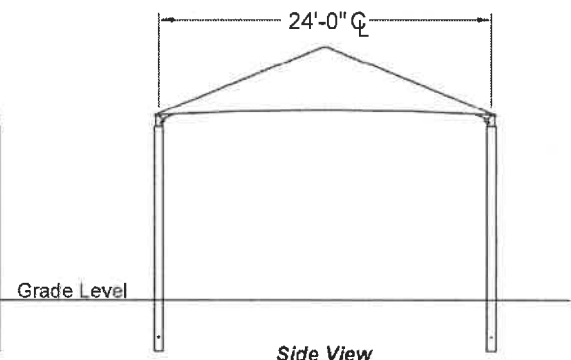
DRAFT



*Trimetric View*



*Front View*

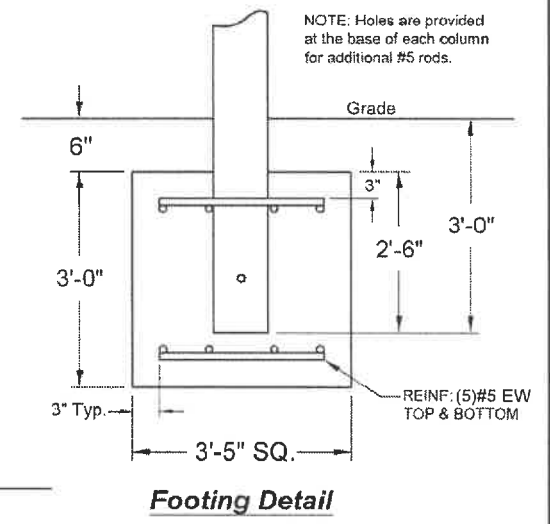
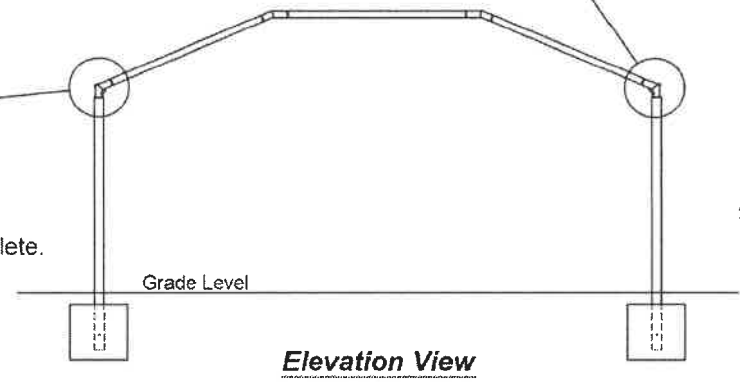
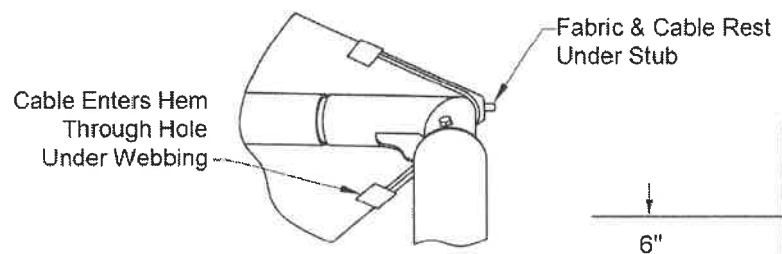
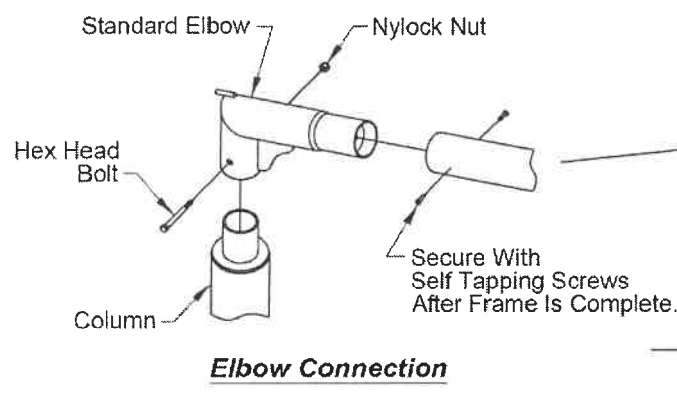
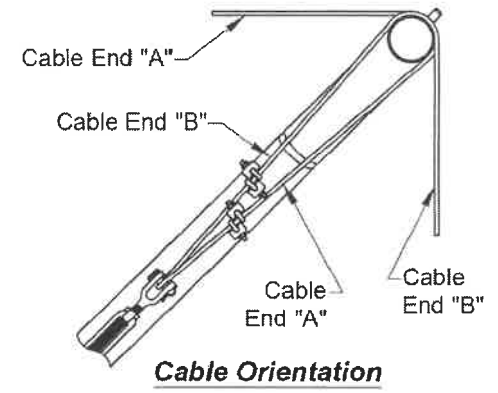
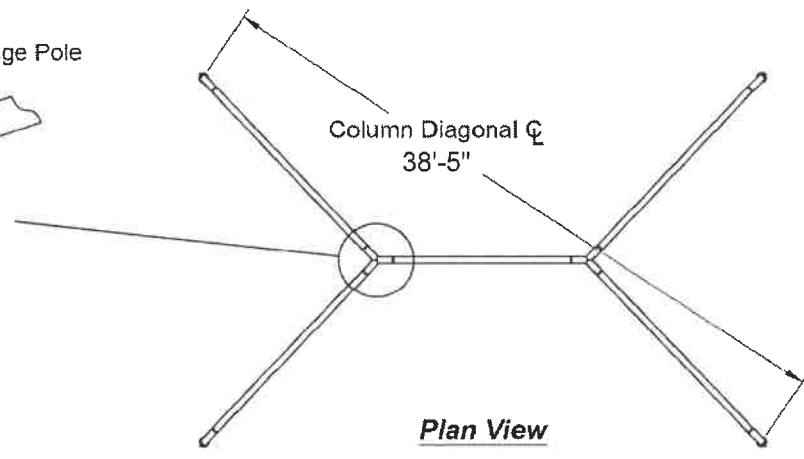
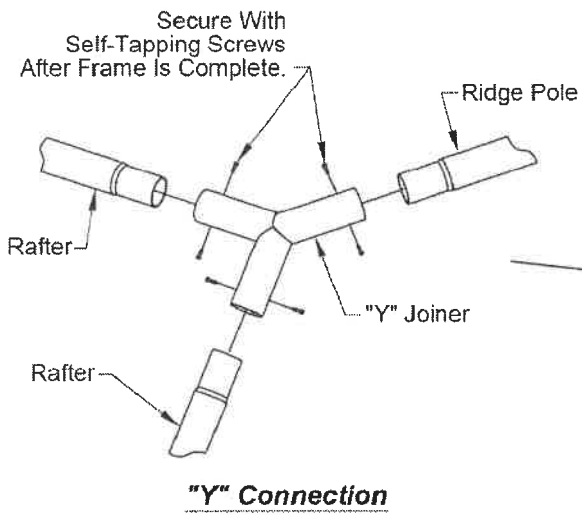


*Side View*

Ref. #	Part Description	Qty.
1	Column - Embedded	4
2	Elbow - Standard	4
3	Rafter - Swaged One End	4
4	Y-Joiner	2
5	Ridge Pole - Swaged Both Ends	1
6	Fabric Canopy - with Cable Insert	1
7	Frame Hardware Kit	1

**RD243010IN**

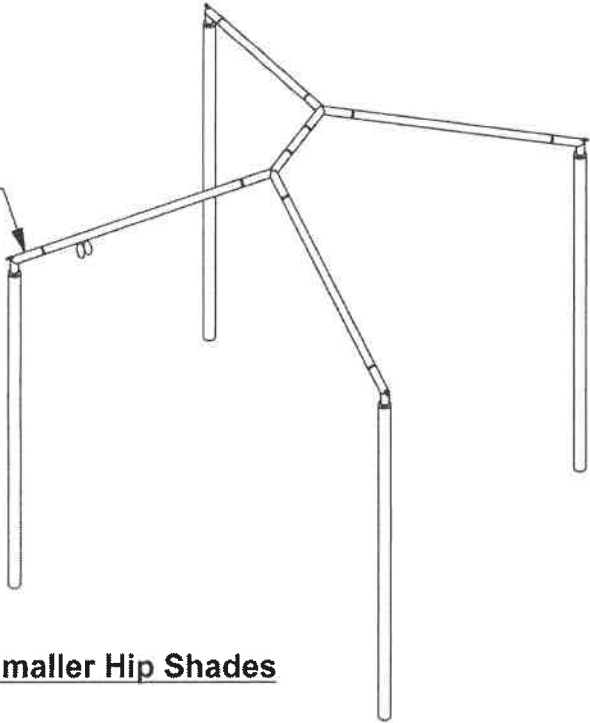
<b>SUPERIOR SHADE</b> 150 ADAMSON INDUSTRIAL BOULEVARD CARROLLTON, GA 30117 1-888-829-8997	DESCRIPTION: <b>RECTANGLE 4-COLUMN HIP SHADE WITHOUT GLIDE ELBOWS</b>		
	SCALE: <b>VARIES</b>	SHADE STYLE: <b>HIP DESIGN</b>	SHEET: <b>1 of 3</b>
	DATE:	UNITS: <b>FEET/INCHES</b>	PROPOSAL NO:



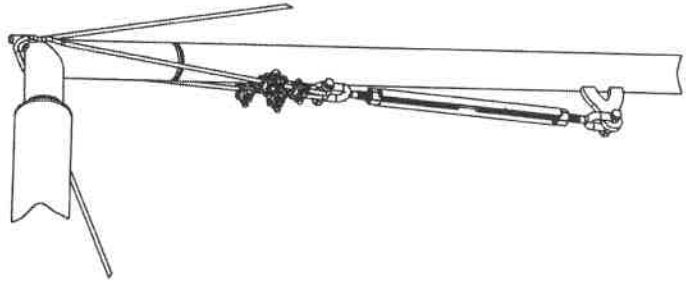
**HELPFUL FOR ASSEMBLY:**  
 UNFOLD FABRIC TO DETERMINE LOCATIONS OF RAFTER(S) WITH BRACKETS IN RELATION TO CABLE ENTRY/EXIT HOLES IN FABRIC HEMS.

**NOTE: Cable ends will exit fabric hems, wrap around elbow leg from opposite sides, run along underside of rafter, and connect to turnbuckles.**

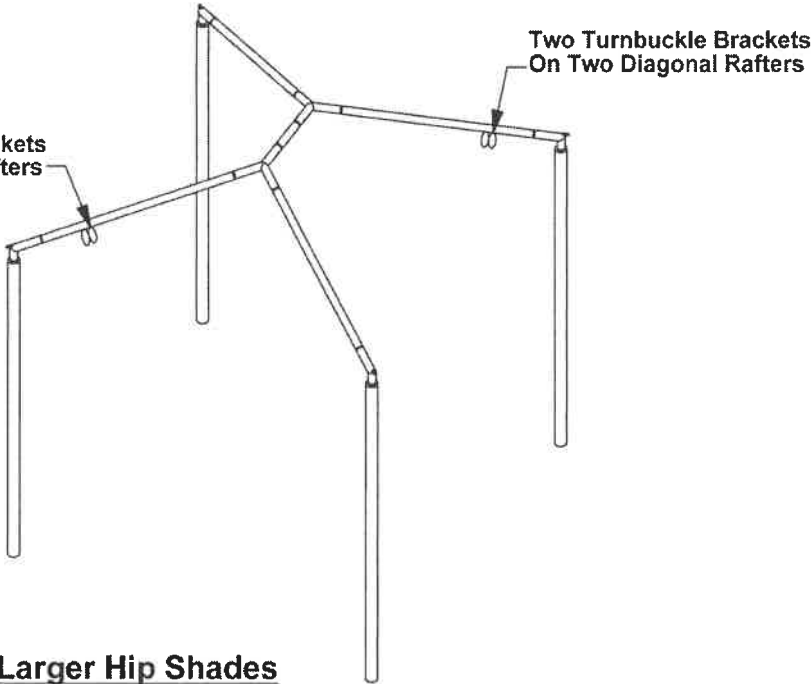
Turnbuckle Brackets  
On One Rafter



**Smaller Hip Shades**

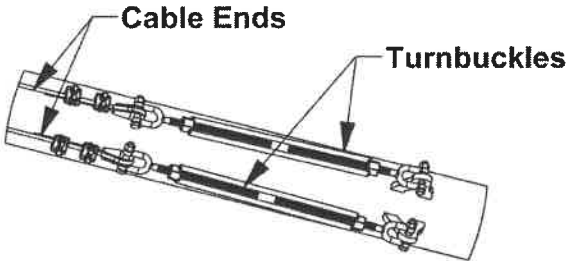


Two Turnbuckle Brackets  
Two On Diagonal Rafters



Two Turnbuckle Brackets  
On Two Diagonal Rafters

**Larger Hip Shades**



Cable Ends

Turnbuckles



**WARNING:**

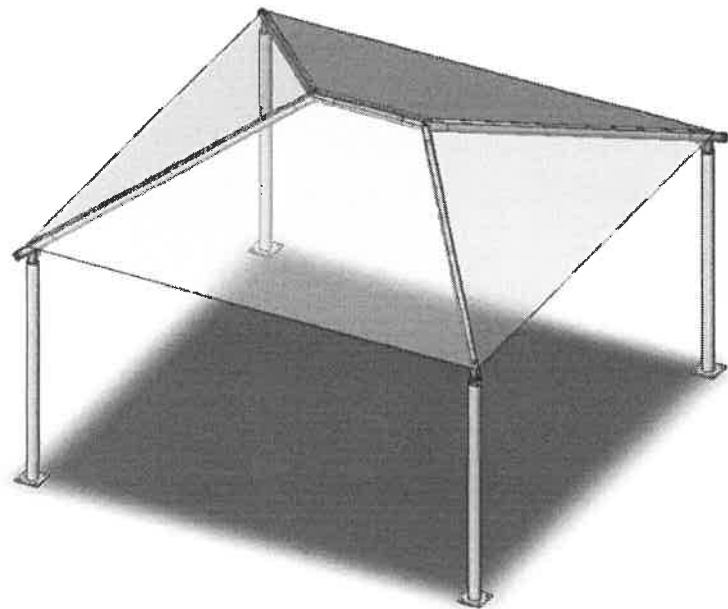
**Cables must exit through holes under webbing  
to ensure spacing for the FOUR cable clamps.**



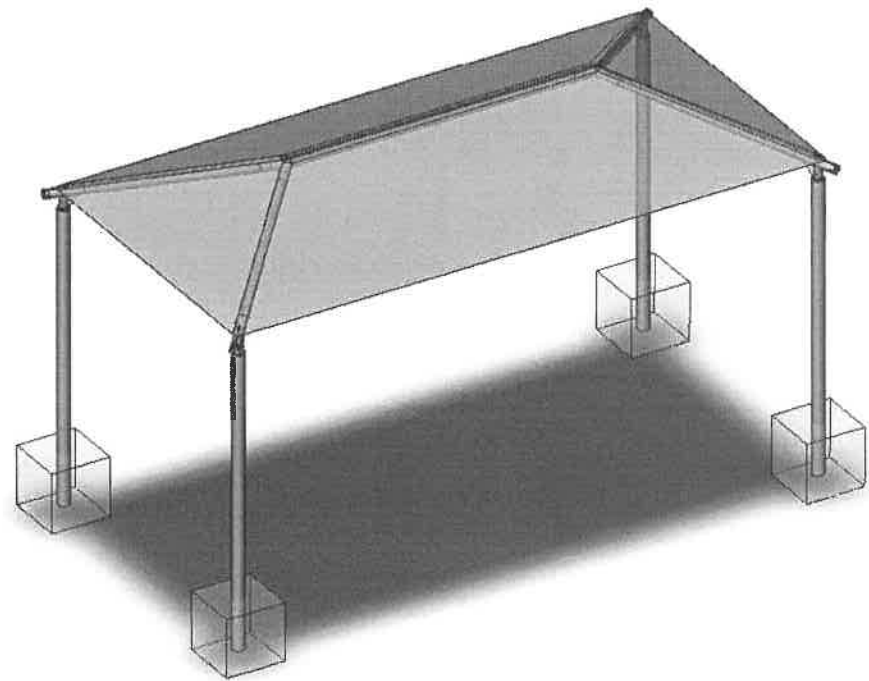
**SUPERIOR**  
*RECREATIONAL PRODUCTS*

Shade

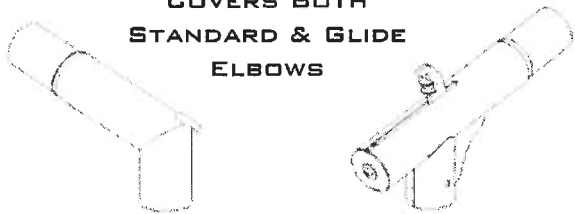
**HIP SHADE DESIGN INSTALLATION**



- RECTANGULAR EMBEDDED
- RECTANGULAR WITH BASE PLATES
- SQUARE EMBEDDED
- SQUARE WITH BASE PLATES



COVERS BOTH  
STANDARD & GLIDE  
ELBOWS





## Shade INSTALLATION INTRODUCTION

It is very important that you read this entire manual before beginning the installation process. We are continuously striving to improve our product, and the *Installation Introduction* will Contain the latest up-to-date information.

### STORAGE:

When Shade Unit equipment is received at the job site it should be installed as soon as possible (within a few days). We package the equipment components to keep them safe and damage-free during shipment. However, the packaging material is not suited for periods of extended storage in an uncontrolled environments. The combination of moisture in the air mixed with heat generated inside the plastic shrink-wrap may cause damage to the finish of powdercoated frame members.

If an immediate installation is not possible, certain steps should be taken to minimize the risk of damage to the components. If Shade components must be stored, ideally they should be kept in a controlled warehouse or storage container environment away from heat and moisture. If this is not possible, the packaging material should be removed. Care is recommended when using cutting blades to remove packaging. Keep blades away from powdercoated surfaces to avoid damage to finish..

### INVENTORY:

It is very important that you inventory all Shade equipment received using the Packing List that shipped with your unit. Review all items for proper quantities and check for any damaged components. Notify *Superior Shade* immediately if any components are missing or damaged at (800) 356-4727.

**Superior Shade is not responsible for items discovered missing after 72-Hours from time of delivery.**

IF YOU NEED TO REPLACE DAMAGED PARTS OR HAVE INSTALLATION  
QUESTIONS, PLEASE CALL OUR CUSTOMER SERVICE REPRESENTATIVES AT

**888-829-8997**

Monday – Friday 8:00 am – 5:00 pm Eastern Time



## SHADE UNIT SITE PREPARATION

Using the provided plan view drawing of your unit, locate the position of all four support columns.

All loose asphalt, concrete and debris must be removed from the entire site prior to installation.

Site must be graded as close to level as possible to aid in unit construction. Special installation considerations must be implemented for sites that are not level.

The customer is responsible for checking local soil and drainage conditions within the site area. Proper drainage around the unit and the support columns is important. Inquire with local contractors in your area for drainage recommendations.

Site must be surveyed for underground hazards such as Electrical Cables, Phone Lines and Gas or Water Pipes. Serious injury or death could result if these hazards are not first located and marked within the site.

Never leave the job site unattended without making sure that all open holes are covered with material such as plywood. Rope off all unfinished construction to keep children away from site until job is complete.

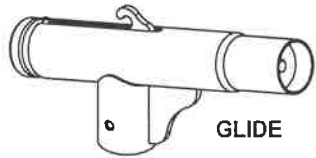


## REQUIRED TOOLS

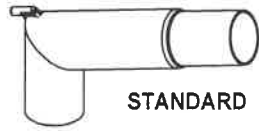
- (A) Safety Glasses
- (B) String Level, Magnetic Level
- (C) Rubber Mallet
- (D) Shovel / Post Hole Digger / Auger
- (E) Tape measure
- (F) Rechargeable Drill / Drill Bit Set
- (G) Socket Set (SAE)
- (H) Adjustable Wrench
- (I) Center Punch
- (J) Two Ladders (10' recommended)
- (K) Duct Tape
- (L) One 2" x 8" x 16" Wood Length
- (M) Multiple Scrap 2" x 4" x 8' Lengths
- (N) 1/2" x 4' x 4' Plywood Sheet
- (O) Wheelbarrow / Loader



# SHADE UNIT COMPONENT INVENTORY

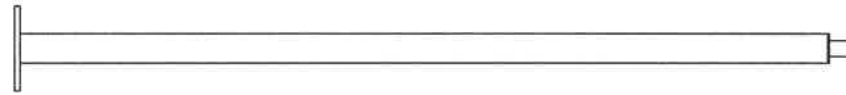


GLIDE



STANDARD

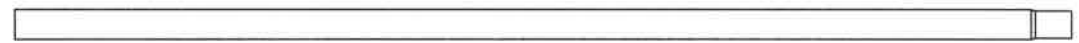
(4) GLIDE OR STANDARD ELBOWS



(4) BASE PLATE OR EMBEDDED COLUMNS



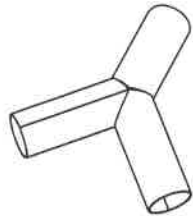
(4) HIP RAFTERS



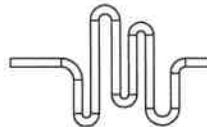
Bracket Will Be Welded To One Rafter  
If Shade Structure Has Standard Elbows



(1) RIDGE POLE



(2) "Y" CONNECTIONS



(1) CABLE LENGTH  
Cable Will Be Installed Within  
Fabric If Shade Has Glide Elbows.



(4) HEX  
HEAD BOLTS



(4) NYLOCK  
HEX NUTS



(4) CABLE CLAMPS  
Supplied With Shade Units  
Using Standard Elbows



(20) SELF  
TAPPING SCREWS

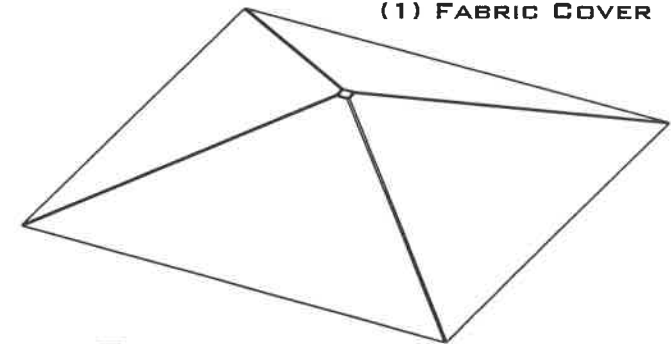


(32) ANCHOR  
ROD NUTS

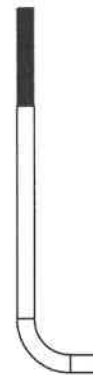


(32) ANCHOR  
ROD WASHERS

(1) FABRIC COVER



TURNBUCKLE  
Turnbuckle Is Supplied With  
Shade Units Using Standard Elbows.



(16) ANCHOR RODS  
Supplied With 12" x 12" Or  
Larger Base Plate Columns.



DRIVER TOOL

### STEP #1:

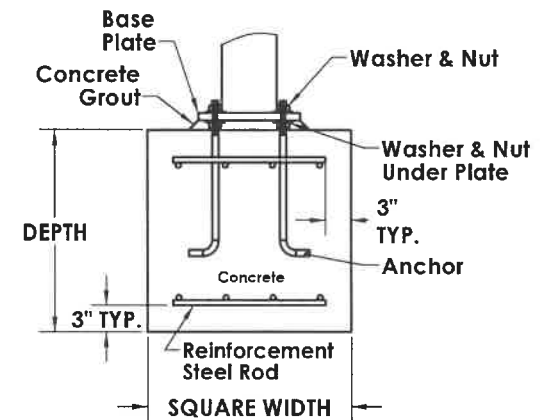
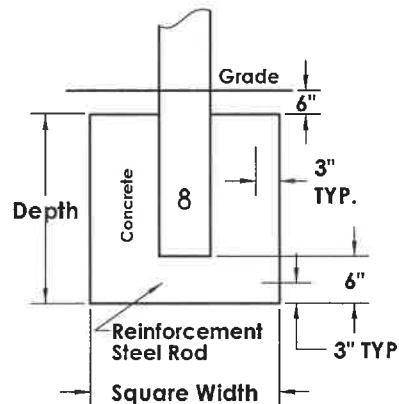
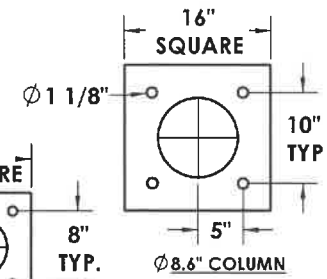
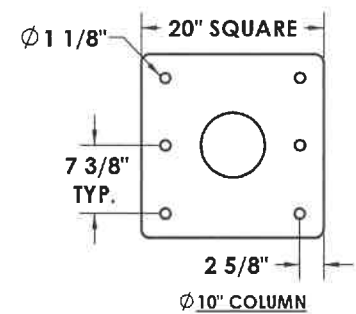
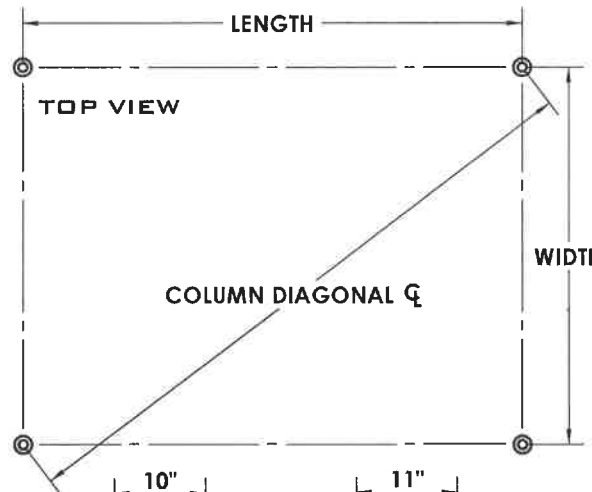
Locate and mark the positions of the four upright columns. Refer to the specific dimension information for your Shade unit provided in this packet.

#### EMBEDDED COLUMNS:

- Excavate footings in accordance with the dimensions specified for your Shade unit. Refer to the specific dimensions provided for your unit within this packet.
- Place a 3" block in the bottom of each hole.
- Place a column into each hole on top of each block.
- Block and brace each column into position making sure that they are plumb and remain on centers. The distance between the columns at the top between cap centers must be correct.
- Pour concrete around columns until it is three inches below grade level. Allow concrete to harden for 48-hours before proceeding to next step.

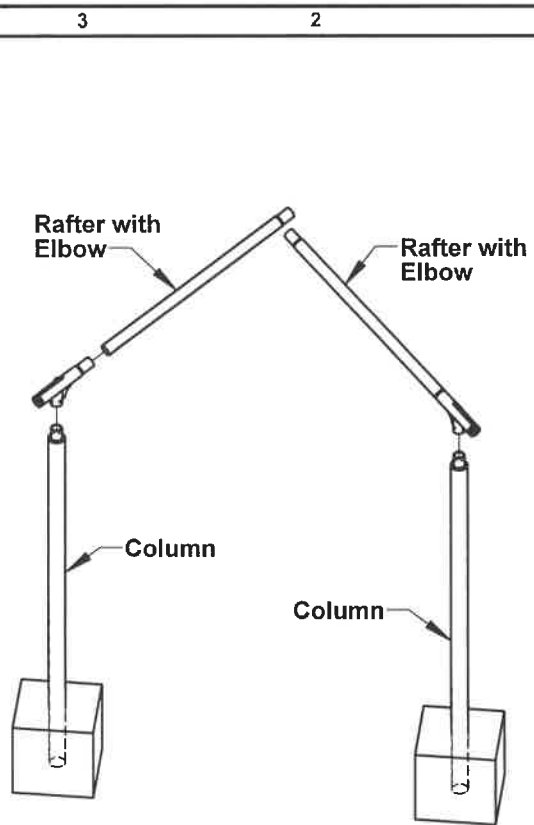
#### BASE PLATE COLUMNS:

- Excavate footings for concrete pads in accordance with the dimensions specified for your shade structure. Refer to the specific dimensions provided in this packet.
- Cut the plywood sheet into four squares 2" larger than your base plates. Working from the center, mark off the hole pattern that applies to your base plate. Mark the center point of the column as well.
- Drill four holes through the plywood at the outer marks. Make the holes slightly larger than the anchor diameter.
- Insert the four anchors through the holes. Thread a nut completely over each anchor on top of the plywood. The four anchors should hang from the plywood.
- Fill the footer holes with concrete to 4" below grade.
- Place one Plywood sheet with anchors over each footer submersing the anchors into the concrete. Make sure the the center marks are on your column centers.
- After the concrete has started to harden you must remove the hardware and plywood from each footer.
- Let concrete harden for 48-hours.
- Re-thread a nut over each anchor down to the concrete. Place a washer over each anchor followed by each column base plate. Adjust the nuts under the base plates to plumb each column. Insert a washer and thread a nut over each anchor tight against base plate.
- Apply concrete Grout base between base plates and concrete.



NOTE: A HOLE IS PROVIDED AT THE BASE OF EACH COLUMN FOR ONE #4 ROD

BASE PLATE APPLICATIONS AND DIMENSION



**STEP #2:**

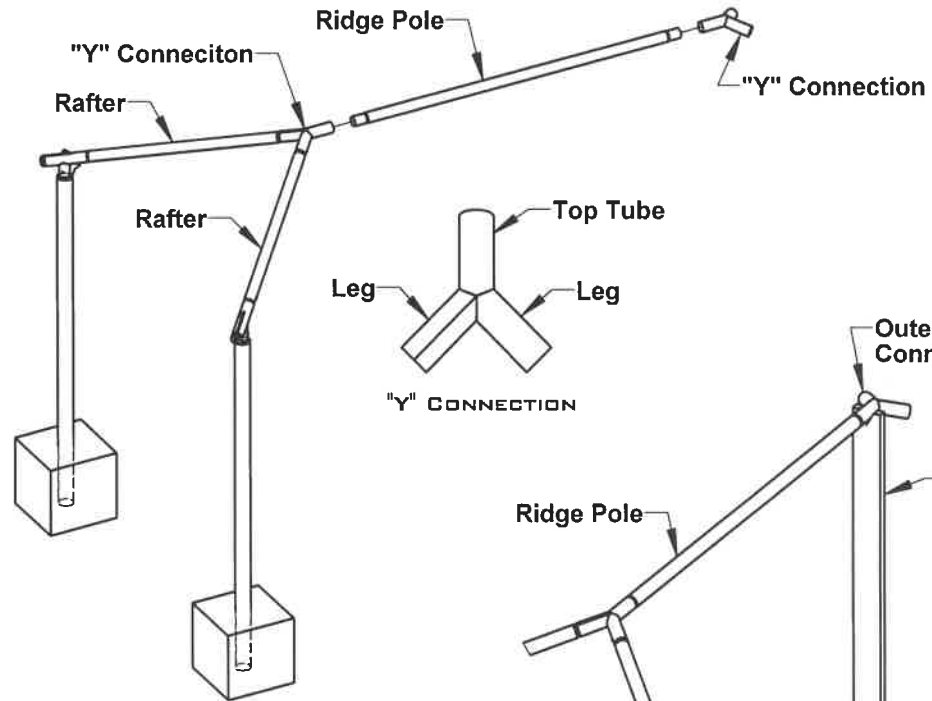
-Begin the frame assembly by inserting the tapered ends of two elbows into the non-tapered ends of two rafters.

HELPFUL HINT: Wrap the joined parts with Duct Tape over the seam to hold them in place.

**Standard Elbows:**

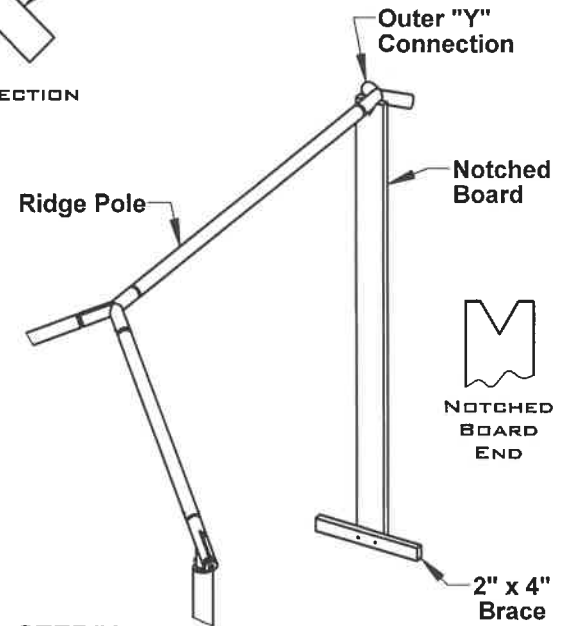
One of your four Rafters will have a welded turnbuckle bracket along its length. Location of this Rafter is optional but Turnbuckle Bracket must be toward ground.

-Using adequate manpower and ladders, lift the two rafter assemblies and slide open leg of elbow down over the top of the column cap.



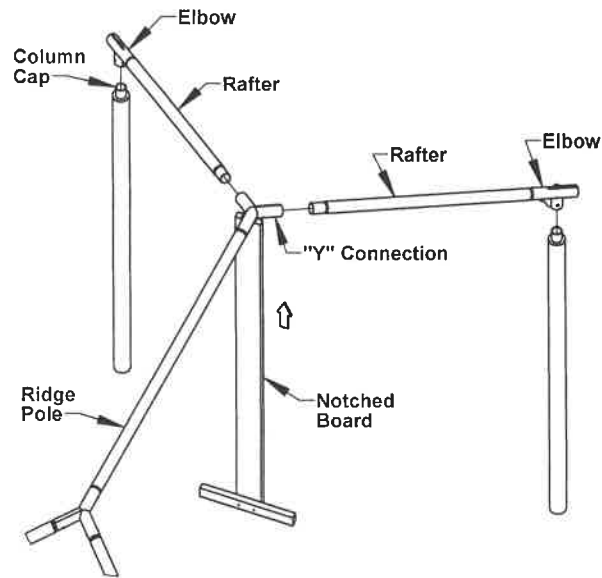
**STEP #3:**

- Slide the legs of a "Y" Connection over the tapered ends of the assembled rafters.
- Insert one of the tapered ridge pole ends into the "Y" Connection top tube.
- Slide the top tube of the second "Y" over the remaining tapered Ridge Pole end.
- Wrap all joining seams with Duct Tape to hold them in place.



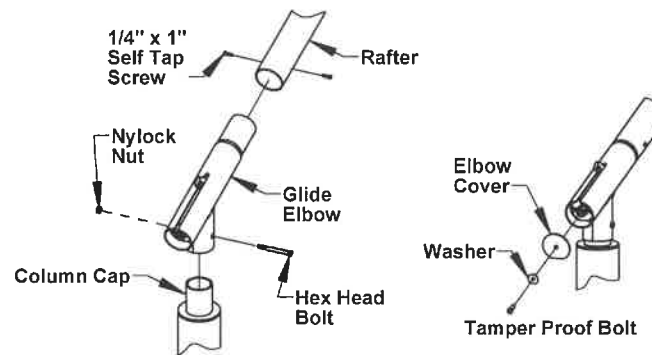
**STEP#4:**

-Cut a vee notch in one end of the 2" x 8" that will cradle the "Y" Connection top tube. Cut length from the bottom of the board to equal height of ridge pole above ground. Add a 2" x 4" brace across the bottom. Place the boards under the outer "Y" to support the assembly.



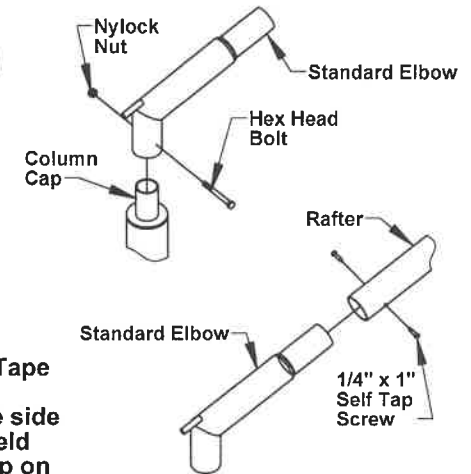
#### STEP#5:

- Insert the remaining two Elbows into the non-tapered ends of the remaining Rafters. Wrap seams with Duct tape.
- Insert the tapered ends of the Rafter assemblies into the suspended "Y" Connection.
- Raise the rafters now connected to the Ridge Pole and pull Elbow legs over remaining Column caps. Slide Elbow legs down over Column caps completely.  
**HELPFUL HINT:** Have a third person lift the board to raise the Ridge Pole when pulling Elbows into position. This will help locate the Elbow legs over the Column caps.



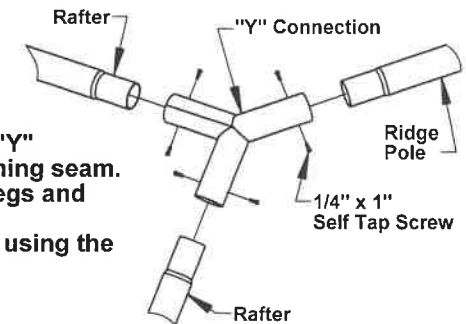
#### STEP#6:

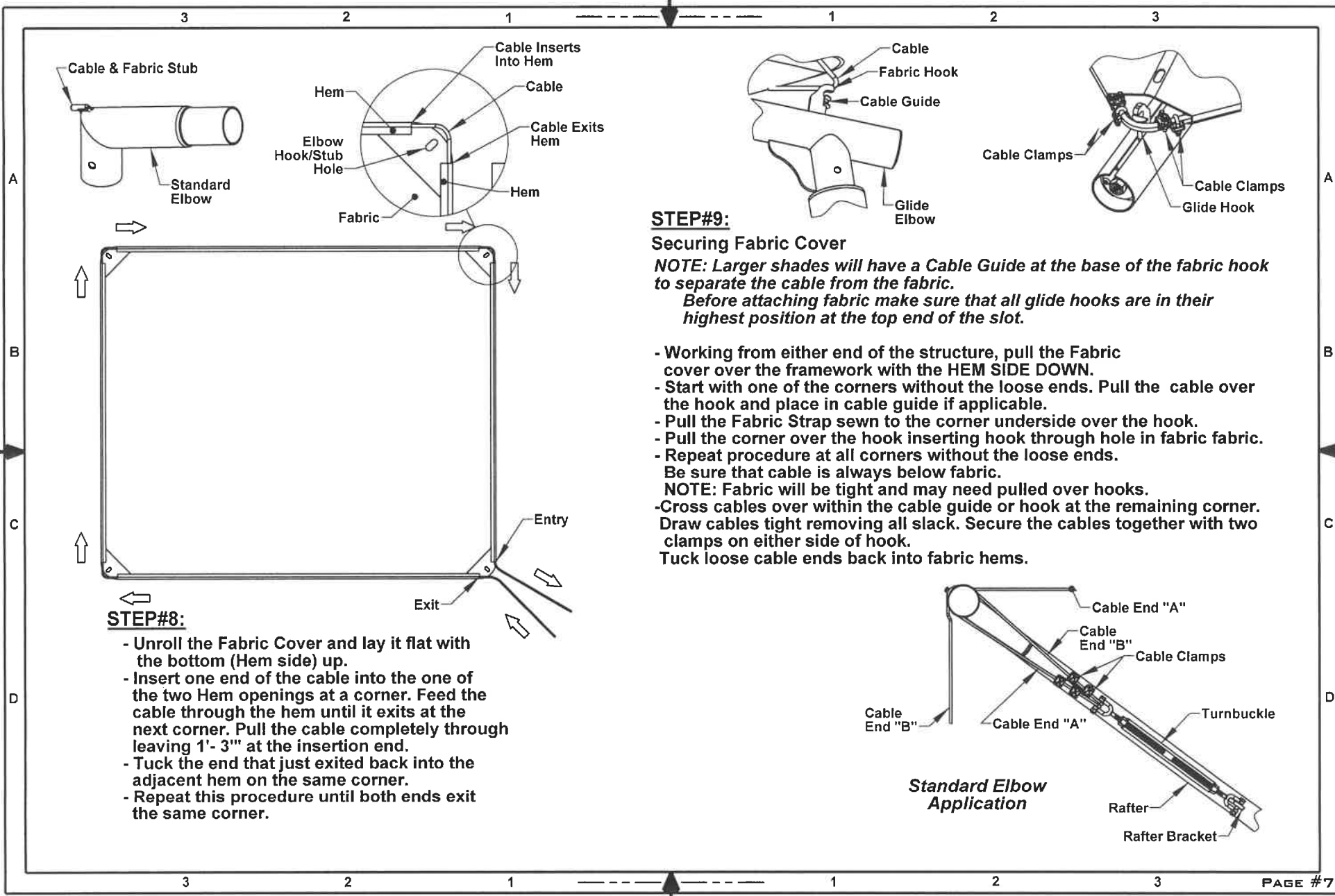
- At this point the frame is complete and all Duct Tape can be removed.
- Using a steel center punch, strike a point on one side of each elbow 2" above the column cap plate. Field drill a hole completely through the elbow and cap on your mark. Use a 7/16" bit for 3/8" bolts and a 9/16" bit for 1/2" bolts.
- Install the provided 3/8" or 1/2" hex head bolts through the hole and secure with a Nylock hex nut of the same size.
- Remove Protective Covers from Glide Elbows if applicable.
- Strike a point on each side of each Rafter 2" above the joining seam with the Elbow.
- Field drill a 3/16" hole through the rafter and Elbow end at each location.
- Install a self tapping screw in each hole using the provided tool and drill.



#### STEP#7:

- Strike a point on each side of the three "Y" Connection legs 2" above the Rafter joining seam.
- Field drill a 3/16" hole through the "Y" legs and Rafter end at each location.
- Install a self tapping screw in each hole using the provided tool and drill.





**STEP#8:**

- Unroll the Fabric Cover and lay it flat with the bottom (Hem side) up.
- Insert one end of the cable into the one of the two Hem openings at a corner. Feed the cable through the hem until it exits at the next corner. Pull the cable completely through leaving 1'- 3" at the insertion end.
- Tuck the end that just exited back into the adjacent hem on the same corner.
- Repeat this procedure until both ends exit the same corner.

**STEP#9:**

**Securing Fabric Cover**

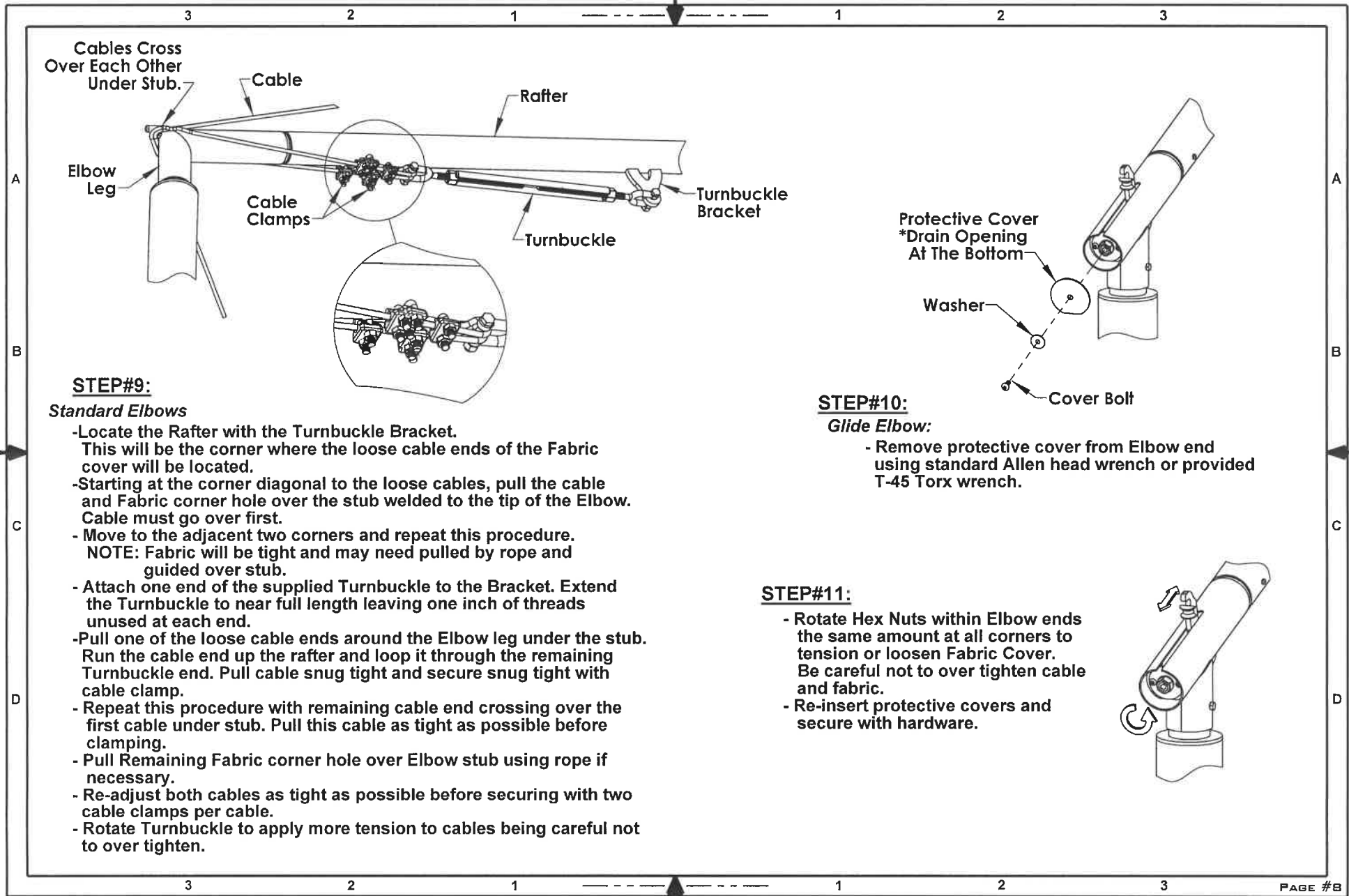
*NOTE: Larger shades will have a Cable Guide at the base of the fabric hook to separate the cable from the fabric.*

*Before attaching fabric make sure that all glide hooks are in their highest position at the top end of the slot.*

- Working from either end of the structure, pull the Fabric cover over the framework with the HEM SIDE DOWN.
- Start with one of the corners without the loose ends. Pull the cable over the hook and place in cable guide if applicable.
- Pull the Fabric Strap sewn to the corner underside over the hook.
- Pull the corner over the hook inserting hook through hole in fabric fabric.
- Repeat procedure at all corners without the loose ends.

Be sure that cable is always below fabric.  
**NOTE: Fabric will be tight and may need pulled over hooks.**  
 -Cross cables over within the cable guide or hook at the remaining corner. Draw cables tight removing all slack. Secure the cables together with two clamps on either side of hook.  
 Tuck loose cable ends back into fabric hems.

**Standard Elbow Application**



**STEP#9:**

**Standard Elbows**

- Locate the Rafter with the Turnbuckle Bracket. This will be the corner where the loose cable ends of the Fabric cover will be located.
- Starting at the corner diagonal to the loose cables, pull the cable and Fabric corner hole over the stub welded to the tip of the Elbow. Cable must go over first.
- Move to the adjacent two corners and repeat this procedure. NOTE: Fabric will be tight and may need pulled by rope and guided over stub.
- Attach one end of the supplied Turnbuckle to the Bracket. Extend the Turnbuckle to near full length leaving one inch of threads unused at each end.
- Pull one of the loose cable ends around the Elbow leg under the stub. Run the cable end up the rafter and loop it through the remaining Turnbuckle end. Pull cable snug tight and secure snug tight with cable clamp.
- Repeat this procedure with remaining cable end crossing over the first cable under stub. Pull this cable as tight as possible before clamping.
- Pull Remaining Fabric corner hole over Elbow stub using rope if necessary.
- Re-adjust both cables as tight as possible before securing with two cable clamps per cable.
- Rotate Turnbuckle to apply more tension to cables being careful not to over tighten.

**STEP#10:**

**Glide Elbow:**

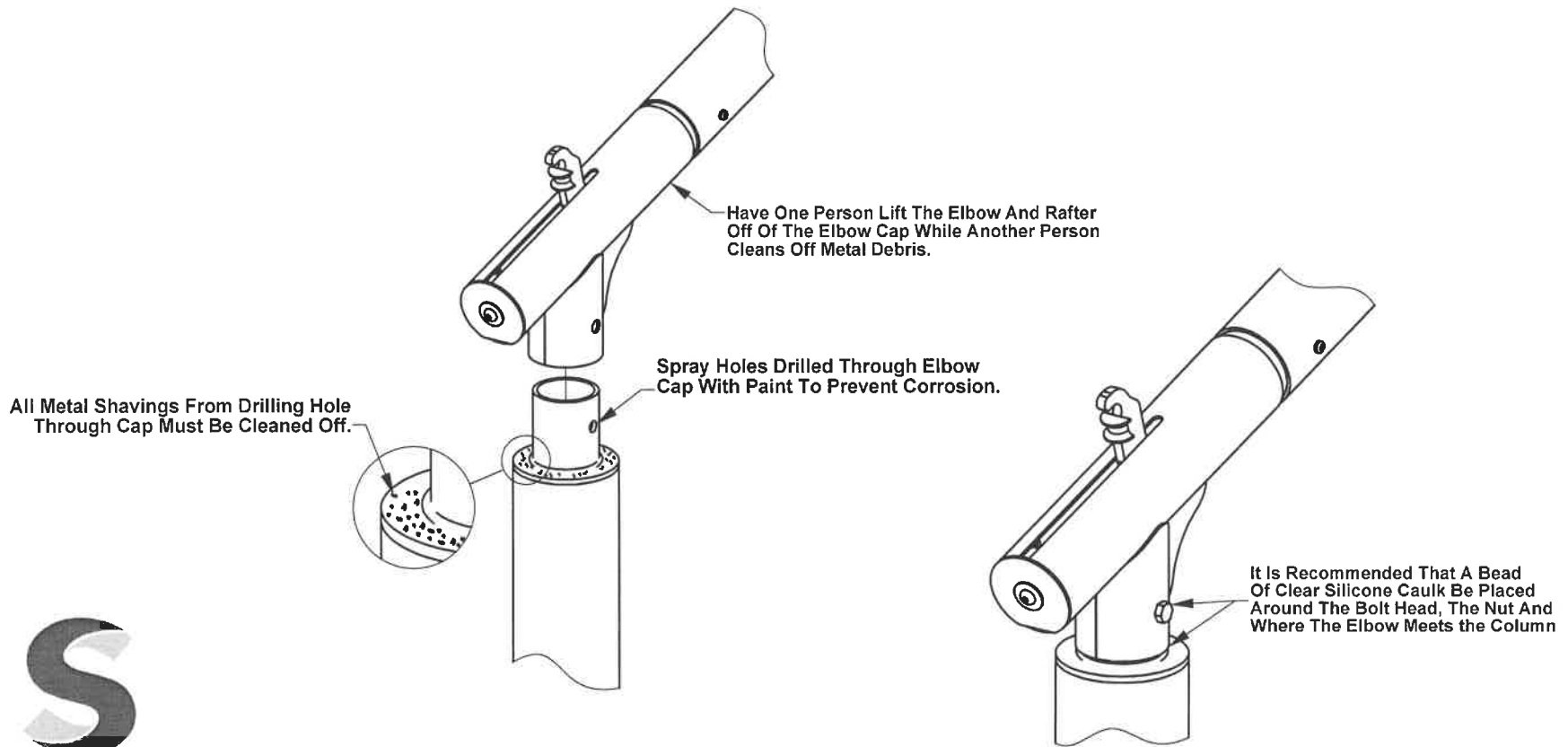
- Remove protective cover from Elbow end using standard Allen head wrench or provided T-45 Torx wrench.

**STEP#11:**

- Rotate Hex Nuts within Elbow ends the same amount at all corners to tension or loosen Fabric Cover. Be careful not to over tighten cable and fabric.
- Re-insert protective covers and secure with hardware.

# **ATTENTION!**

## **Metal Shavings Must Be Removed To Prevent Corrosive Staining.**



**SUPERIOR**  
RECREATIONAL PRODUCTS



# SECTION C

<p><b>Oakland Neighborhood Center (Lake Eva)</b> 915 Ave. E, Building A Haines City, FL 33844</p>	<p>\$45 an hour with \$200 ongoing deposit for FY Available Wednesday Afternoons until 6 p.m. 15-20 people</p>
<p><b>Haines City Public Library</b> 111 N. 6<sup>th</sup> St. Haines City, FL 33844</p>	<p>pending</p>
<p><b>Lake Alfred Public Library</b> 245 N. Seminole Ave. Lake Alfred, FL 33850</p>	<p>\$25 for 2 Hours Available Afternoons from 2-6 p.m. 15- 20 people</p>
<p><b>Balmoral Conference Room</b> 116 Kenny Blvd. Haines City, FL 33844</p>	<p>\$50/ hour- Small Room (8 people) \$75/hour- Large Room (30 people) Available M,W,F Afternoon/Evening</p>
<p><b>Tom Fellows Community Center</b> 207 N. Boulevard West Davenport, FL 33837</p>	<p>\$100/ hour Available Monday Afternoon/Evening</p>

# SECTION D

**AGREEMENT FOR DISTRICT MANAGEMENT SERVICES BETWEEN  
HIGHLAND MEADOWS II COMMUNITY DEVELOPMENT DISTRICT  
AND GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL  
FLORIDA, LLC**

Date of Agreement: April 12, 2018

**Between:**                    **Governmental Management Services- Central Florida LLC**  
135 West Central Boulevard, Suite 320  
Orlando, Florida 32801

(Hereinafter referred to as "Manager");

**And:**                         **Highland Meadows II Community Development District**  
A unit of special purpose local government located in the  
City of Davenport, Florida

(Hereinafter referred to as "District").

SERVICES OF DISTRICT MANAGER

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities included in the Base Service Contract as District Management Services include, but are not limited to the following:

*Management Services*

- Attend, record and conduct all regularly scheduled Board of Supervisors' meetings including landowners meetings, continued meetings and workshops
- Present the District's annual budget in accordance with Chapter 190, Florida Statutes
- Ensure District is in compliance with administrative and financial reporting for community development districts
- Correspond and communicate with Board of Supervisors and staff to respond to the various needs of the District and community
- Review and approve agendas for circulation to the Board of Supervisors
- Review and approve annual budget, annual audit, monthly disbursements
- Review annual insurance policy to ensure District maintains proper insurance coverage

### Administrative Services

- Provide minutes for all Board of Supervisors' meetings including landowners meetings
- Prepare agenda packages for transmittal to Board of Supervisors and staff 7 days prior to Board of Supervisors' meeting
- Ensure compliance with all administrative statutes affecting the District, which includes but not limited to:
  - Publish and circulate annual meeting notice
  - Report annually the number of registered voters in the District by June 1, of each year
  - Maintain "Record of Proceedings" for the District within the County the District is located which includes meeting minutes, agreements, resolutions and other required records
  - Properly notice public meetings in accordance with the appropriate Florida Statutes in the newspaper of general circulation of the District

### Accounting and Financial Reporting Services

- Establish Governmental Fund Accounting System in accordance with the Uniform Accounting System prescribed by the Florida Department of Financial Services for Government Accounting. This system includes preparing monthly balance sheet, income statement(s) with budget to actual variances
- Prepare accounts payable and present to Board of Supervisors for approval or ratification
- Prepare annual budget for review and approval by the Board of Supervisors
- Transmit proposed budget to local governing authorities 60 days prior to adoption
- Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm
- Maintain checking accounts with qualified public depository selected by the Board of Supervisors
- Ensure compliance with financial and accounting statutes affecting the District which include but are not limited to:
  - Complete annual financial audit report within 9 months after the fiscal year end
  - Circulate annual financial audit report and annual financial report to appropriate governmental agencies
  - Prepare annual public depositor report
  - Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.

- Transmit Public Facilities Report to the appropriate agencies
- Procure necessary insurance for the District, which includes liability, property, workers' compensation, etc.

### Field Management Services

Manager will provide Field Management Services for District in accordance with the fees outlined in **Exhibit A**. The following services are provided to ensure the proper operation of the District:

- Provide Maintenance contract administration for landscaping and water management contracts.
- Respond to resident and Board of Supervisors inquiries regarding Maintenance Operations.
- Coordinate and implement maintenance projects throughout the community.
- Monthly daytime and night time site visits to ensure community is properly maintained.
- Other services as required by the Board of Supervisors to ensure satisfactory operation of the District.

### FEES AND TERM OF SERVICES

All services will be completed on a timely basis in accordance with the District needs and statutory requirements. The Base Services and Other Services Elected by District shall commence on May 20, 2018.

The District agrees to compensate the Manager in accordance with the fee schedule set forth in the attached **Exhibit A**. Payment for these services shall be payable in equal monthly installments at the beginning of each month except as otherwise noted on **Exhibit A**.

In addition, the District agrees to reimburse the Manager for expenses incurred as part of performing the duties and responsibilities outlined in this contract. These expenses include, but are not limited to: travel, reproduction, printing and binding, long distance telephone, facsimile transmission, postage and express mail, legal advertising and supplies, computer time. All expenses shall be at the cost incurred by Manager, and in all cases shall be consistent with the provisions of Chapter 112, F.S., to the extent applicable.

This agreement shall automatically renew each Fiscal Year of the District, unless otherwise terminated by either party. The District will consider price adjustments each

twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

## DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

## TERMINATION OF THIS CONTRACT

This Contract may be terminated as follows:

1. By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or
2. By the Manager or District, for any reason, upon 60 days written notice.

In the event this Contract is terminated in either manner above stated, the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

## GENERAL TERMS AND CONDITIONS

1. All invoices are due and payable when received.
2. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.
3. In the event that any provision of this contract shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Contract, which shall remain in full force and effect.
4. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the

District. There shall be no assignment of this Contract by the Manager, without the approval of the District.

5. The Manager agrees to pay, discharge, defend (if required by the District), indemnify and hold the District and its supervisors, agents, employees, representatives, successors and assigns harmless from and against any and all demands, claims, causes of action, proceedings, obligations, settlements, liabilities, damages, injunctions, penalties, liens, losses, charges and expenses of every kind or nature (including, without limitation, reasonable fees of attorneys and other professionals retained by the District in the event Manager fails to retain counsel to represent the District, its supervisors, agents, employees, representatives, successors and assigns, who is reasonably acceptable to the District), incurred by the District or its supervisors, agents, employees, representatives, successors and assigns arising out of or in connection with: (i) any management services to be provided by the Manager pursuant to this Contract; (ii) any failure by Manager to perform any of its obligations under this agreement; (iii) any accident, injury or damage to property or persons, if caused by the acts or omissions of Manager or Managers officers, partners, employees, contractors, subcontractors, invitees, representatives, or agents; (iv) any and all accidents or damage that may occur in connection with Managers or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents use of the District property; (v) any failure of Manager or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents to comply with any applicable codes, laws, ordinances, or governmental requirements, agreements, approvals, or permits affecting District property. The provisions of this paragraph shall survive the expiration or sooner termination of this Contract.
6. Nothing contained in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
7. Any amendment or change to this Contract shall be in writing and executed by all parties.

## NOTICES



All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt. If sent to the District, notice shall be to:

Highland Meadows II Community Development District  
c/o Roy Van Wyk  
Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301


If notice is sent to Manager, it shall be sent to:


Governmental Management Services - Central Florida, LLC  
135 West Central Boulevard, Suite 320  
Orlando, Florida 32801  
Attn: George Flint

This Contract shall represent the entire agreement between the Manager and the District. Both Manager and District understand and agree with the terms and conditions as set forth herein.

**Approved by:**

**Board of Supervisors  
Highland Meadows II CDD**

  
\_\_\_\_\_  
Attest

  
\_\_\_\_\_  
By: Chairman, Board of Supervisors

**Governmental Management  
Services- Central Florida, LLC**

  
\_\_\_\_\_  
Witness


  
\_\_\_\_\_  
By: George S. Flint  
Its: Vice-President

EXHIBIT A

**DISTRICT MANAGEMENT FEE SCHEDULE**

**Base Services:**

Management Services, Administrative Services, and Accounting and Financial Reporting Services

- Annual Fee \$ 35,000 (plus reimbursables)

**Other Services Elected by District:**

- Field Management Service \$15,000
- Annual Assessment Roll Administration Fee \$5,000 (billed upon certification of assessment roll)
- Dissemination Agent \$6,000
- Website Services \$1,500
- Pre-paid Assessment Collection Fee waived

**Other Available Services:\***

- Bond Issuance Cost \$15,000 (per bond issue)
- Assessment Methodology Preparation \$15,000 (per methodology)
- SERC preparation/Petition Assistance \$2,500 (per SERC)

\*Services are available upon request of the District

Proposal #026

8/11/2020



Governmental  
Management Services, LLC  
Central Florida

Maintenance Services

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

TO: Highland Meadows 2 CDD Haines City, FL 33844	Prepared By: Governmental Management Services, LLC 219 E. Livingston Street Orlando, FL 32801
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Job name and Description

<b>Highland Meadows 2 CDD – Sidewalk Repairs</b> ➤ Grind and/or repair all 31 identified location. Partial sections can be repaired, any trip hazards will be ground down to even.
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Qty	Description	Unit Price	Line Total
	Labor, Mobilization, Materials and equipment		\$2950.00

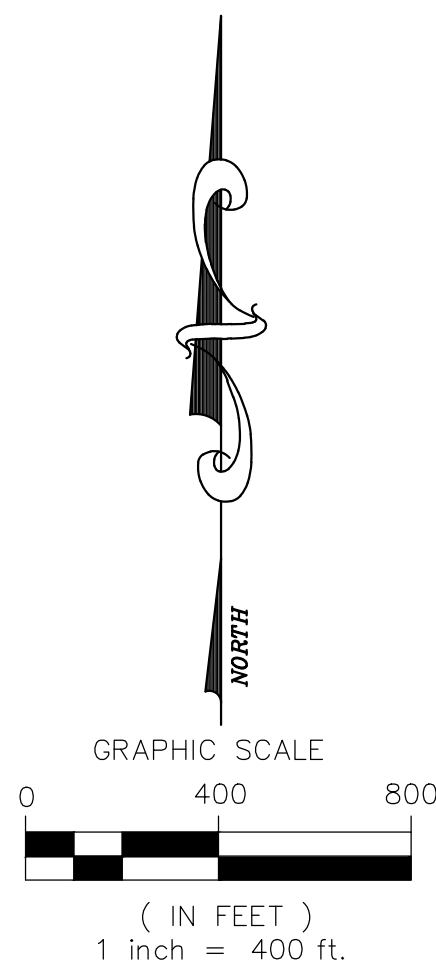
Total Due: \$2950.00

All proposals are valid for 30 days from date of completion.

Thank You!

Client: Bill Bern  
Approved Aug meeting

# SECTION E



<b>RAYL ENGINEERING &amp; SURVEYING, LLC</b> 10000 W. UNIVERSITY BLVD., SUITE 300 ORLANDO, FL 32817 www.rayleng.com FL REG# 26820 © 2022 FL REG# 7770	
LICENSED PROFESSIONAL: ALAN L. RAYL, PE, FSM FLORIDA REGISTRATION NUMBERS: PE 44116 / FSM 5736	JOB NO. 21-189 DATE: DECEMBER, 2022 DRAWN BY: JPT
PREPARED FOR: <b>HIGHLAND MEADOWS II CDD</b> DISTRICT ENGINEER SERVICES c/o GOVERNMENTAL MANAGEMENT SERVICES-CENTRAL FLORIDA 219 EAST LIVINGSTON STREET ORLANDO, FL 32801	
PROJECT NAME: <b>HIGHLAND MEADOWS II CDD</b> DISTRICT ENGINEER SERVICES	
SHEET TITLE: <b>OVERALL SITE PLAN</b>	
SHEET NUMBER <b>1 of 1</b>	
NO. _____ DATE: _____	REVISION _____

# SECTION F

*Highland Meadows II*  
Community Development District

219 E. Livingston St., Orlando, FL 32801

Phone: 407-841-5524

December 28, 2022

Current Resident  
Address  
City, State, Zip

Dear Resident,

Haines City Code Enforcement have conducted an inspection of your property and the right-of-way area of landscape in front of your property. The inspection revealed violations of Haines City ordinances related to landscape maintenance within the right-of-way area, specifically the City determined the dead tree located within the right-of-way area must be replaced and properly maintained on a going forward basis. Pursuant to the Homeowners' Association covenants within your community, property owners are required to maintain the landscaping on their property, including landscaping within the right-of-way area located in front of your property. It is very important to immediately attend to the restoration of the landscape because the City can impose a fine of up to \$100 per day if the landscaping is not restored and, as property owner responsible for maintenance, you would be responsible to pay for any fine and other assessable costs imposed by the City as a result of the landscape violation.

The appropriate corrective action is to replace any and all dead vegetation such as sod, shrubs, and trees located in front of your property. The landscape in front of your property must be replaced and in good condition by February 15, 2023, in order to avoid fines and other additional expenses being assessed to you.

If you have any questions regarding Haines City landscape ordinances and compliance with landscape ordinances, please contact Haines City Police Department Code Compliance Officer Joel Yanez at (863) 421-3636 ext. 5121 or joel.yanez@hainescity.com.

If you have any other questions regarding Highland Meadows II Community Development District please contact me.

Best Regards,

Tricia L. Adams  
District Manager  
Governmental Management Services – Central Florida, LLC  
218 East Livingston St.  
Orlando, FL 32801  
(407) 841-5524 ext. 138

# MINUTES



*to be provided under separate cover*

# SECTION VI

# SECTION A

*to be provided under separate cover*

# SECTION C

*to be provided under separate cover*

# SECTION D

# SECTION 1



*to provided under separate cover*

# SECTION 2

*to be provided separate under*