## Scenic Highway Community Development District

Meeting Agenda

July 15, 2025

# **A**GENDA

## Scenic Highway

## Community Development District

219 E. Livingston St., Orlando, Florida 32801 Phone: 407-841-5524 – Fax: 407-839-1526

July 8, 2025

Board of Supervisors Scenic Highway Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Scenic Highway Community Development District will be held Tuesday, July 15, 2025 at 10:30 AM at the Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, FL 33880.

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

Zoom Video Link: https://us06web.zoom.us/j/85963009019

**Zoom Call-In Number:** 1-646-931-3860 **Meeting ID:** 859 6300 9019

#### **Board of Supervisors Meeting**

- 1. Roll Call
- 2. Public Comment Period
- 3. Public Hearing on the Adoption of the Fiscal Year 2026 Budget
  - a. Consideration of Resolution 2025-07 Adopting the District's Fiscal Year 2026 Budget and Appropriating Funds
  - b. Consideration of Resolution 2025-08 Imposing Special Assessments and Certifying an Assessment Roll
- 4. Approval of Minutes of the April 15, 2025 Board of Supervisors Meeting
- 5. Consideration of Resolution 2025-09 Removing and Appointing an Assistant Secretary
- 6. Review and Acceptance of Fiscal Year 2024 Audit Report
- 7. Consideration of Resolution 2025-10 Authorizing Spending Limits
- 8. Ratification of Agreement with Signature Privacy Walls for Entry Monument Repair
- 9. Staff Reports
  - a. Attorney
  - b. Engineer
  - c. Field Manager's Report
  - d. District Manager's Report
    - i. Approval of Check Register
    - ii. Balance Sheet and Income Statement
    - iii. Presentation of Number of Registered Voters 434
    - iv. Consideration of Fiscal Year 2026 Meeting Schedule
    - v. District Goals and Objectives
      - 1. Adoption of Fiscal Year 2026 Goals & Objectives

- 2. Presentation of Fiscal Year 2025 Goals & Objectives and Authorizing the Chair to Execute
- 10. Other Business
- 11. Supervisors Requests12. Adjournment

# SECTION 3

# SECTION A

#### RESOLUTION 2025-07

THE ANNUAL APPROPRIATION RESOLUTION OF THE SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS,** the District Manager has, prior to the fifteenth (15<sup>th</sup>) day in June, 2025, submitted to the Board of Supervisors ("**Board**") of the Scenic Highway Community Development District ("**District**") proposed budgets ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2026**") along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS,** at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

**WHEREAS**, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

**WHEREAS**, the District Manager posted the Proposed Budget on the District's website at least two days before the public hearing; and

**WHEREAS,** Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT:

#### **SECTION 1. BUDGET**

a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Scenic Highway Community Development District for the Fiscal Year Ending September 30, 2026."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least two (2) years.

#### **SECTION 2. APPROPRIATIONS**

	ereby appropriated out of the reven	· · · · · · · · · · · · · · · · · · ·	
sum of \$			or otherwise, which sum
•	Board to be necessary to defray all end and appropriated in the following		istrict during said budget
TOTAL (	GENERAL FUND	\$	
DEBT SE	ERVICE FUND (SERIES 2020)	\$	
CAPITAI	L RESERVE FUNDS	\$	
TOTAL A	ALL FUNDS	\$	

#### **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2026 or within sixty (60) days following the end of the Fiscal Year 2026 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of

- the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within five (5) days after adoption and remain on the website for at least two (2) years.

**SECTION 4. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

## PASSED AND ADOPTED THIS 15<sup>TH</sup> DAY OF JULY 2025.

ATTEST:	SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT
Constant Anni Anni Anni Anni	By:
Secretary/Assistant Secretary	Its:

**Exhibit A:** Adopted Budget for Fiscal Year 2026

# This item will be provided under separate cover

# SECTION B

#### **RESOLUTION 2025-08**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2026; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Scenic Highway Community Development District ("District") is a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Polk County, Florida ("County"); and

**WHEREAS,** the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors ("Board") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("Adopted Budget") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("Fiscal Year 2026"), attached hereto as Exhibit A and incorporated by reference herein; and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

**WHEREAS,** the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, Florida Statutes, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

**WHEREAS,** the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2026; and

WHEREAS, Chapter 197, Florida Statutes, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector ("Uniform Method"), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the Assessment Roll of the Scenic Highway Community Development District ("Assessment Roll") attached to this Resolution as Exhibit B and incorporated as a material part of this Resolution by this reference, and to certify the Assessment Roll to the County Tax Collector pursuant to the Uniform Method; and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll, certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT:

**SECTION 1. BENEFIT & ALLOCATION FINDINGS.** The Board hereby finds and determines that the provision of the services, facilities, and operations as described in **Exhibit A** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands, as shown in **Exhibits A** and **B**, is hereby found to be fair and reasonable.

**SECTION 2. ASSESSMENT IMPOSITION.** Pursuant to Chapters 190 and 197, Florida Statutes, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District, and in accordance with **Exhibits A** and **B**. The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution.

**SECTION 3. COLLECTION.** The collection of the operation and maintenance special assessments and previously levied debt service assessments shall be at the same time and in the same manner as County taxes in accordance with the Uniform Method, as indicated on **Exhibits A** and **B**. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

**SECTION 4. ASSESSMENT ROLL.** The Assessment Roll, attached to this Resolution as **Exhibit B**, is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

**SECTION 5. ASSESSMENT ROLL AMENDMENT.** The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

**SECTION 6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

**SECTION 7. EFFECTIVE DATE.** This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

#### PASSED AND ADOPTED THIS 15<sup>TH</sup> DAY OF JULY 2025.

Adopted Budget for Fiscal Year 2026

Assessment Roll

Exhibit A:

**Exhibit B:** 

ATTEST:	SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT
	By:
Secretary / Assistant Secretary	Its:

# This item will be provided under separate cover

#### **Exhibit B**

Scenic Highway CDD FY 26 Assessment Roll

PARCEL ID	UNITS	0&M	2020 DEBT	TOTAL
272804815029000010	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000020	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000030	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000040	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000050	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000060	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000070	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000080	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000090	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000100	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000110	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000120	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000130	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000140	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000150	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000160	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000170	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000180	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000190	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000200	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000210	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000220	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000230	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000240	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000250	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000260	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000270	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000280	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000290	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000300	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000310	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000320	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000330	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000340	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000350	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000360	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000370	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000380	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000390	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000400	1	\$1,857.01	\$1,344.00	\$3,201.01

PARCEL ID	UNITS	O&M	2020 DEBT	TOTAL
272804815029000410	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000420	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000430	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000440	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000450	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000460	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000470	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000480	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000490	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000500	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000510	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000520	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000530	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000540	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000550	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000560	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000570	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000580	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000590	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000600	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000610	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000620	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000630	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000640	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000650	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000660	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000670	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000680	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000690	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000700	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000710	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000720	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000730	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000740	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000750	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000760	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000770	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000780	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000790	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000800	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000810	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000820	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000830	1	\$1,857.01	\$1,344.00	\$3,201.01

PARCEL ID	UNITS	O&M	2020 DEBT	TOTAL
272804815029000840	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000850	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000860	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000870	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000880	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000890	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000900	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000910	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000920	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000930	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000940	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000950	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000960	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000970	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029000980	1	\$1,857.01	\$1,3 <del>44</del> .00	\$3,201.01
272804815029000990	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001000	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001010	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001020	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001030	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001040	1	\$1,857.01	\$1,3 <del>44</del> .00	\$3,201.01
272804815029001050	1	\$1,857.01	\$1,3 <del>44</del> .00	\$3,201.01
272804815029001060	1	\$1,857.01	\$1,3 <del>44</del> .00	\$3,201.01
272804815029001070	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001080	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001090	1	\$1,857.01	\$1,344.00	\$3,201.01
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272804815029001110	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001120	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001130	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001140	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001150	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001160	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001170	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001180	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001190	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001200	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001210	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001220	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001230	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001240	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001250	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001260	1	\$1,857.01	\$1,344.00	\$3,201.01

PARCEL ID	UNITS	O&M	2020 DEBT	TOTAL
272804815029001270	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001280	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001290	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001300	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001310	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001320	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001330	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001340	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001350	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001360	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001370	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001380	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001390	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001400	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001410	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001420	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001430	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001440	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001450	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001460	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001470	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001480	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001490	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001500	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001510	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001520	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001530	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001540	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001550	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001560	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001570	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001580	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001590	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001600	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001610	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001620	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001630	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001640	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001650	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001660	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001670	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001680	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001690	1	\$1,857.01	\$1,344.00	\$3,201.01

PARCEL ID	UNITS	O&M	2020 DEBT	TOTAL
272804815029001700	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001710	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001720	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001730	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001740	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001750	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001760	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001770	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001780	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001790	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001800	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001810	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001820	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001830	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001840	1	\$1,857.01	\$1,3 <del>44</del> .00	\$3,201.01
272804815029001850	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001860	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001870	1	\$1,857.01	\$1,3 <del>44</del> .00	\$3,201.01
272804815029001880	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001890	1	\$1,857.01	\$1,3 <del>44</del> .00	\$3,201.01
272804815029001900	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001910	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001920	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001930	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001940	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001950	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001960	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001970	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001980	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029001990	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002000	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002010	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002020	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002030	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002040	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002050	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002060	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002070	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002080	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002090	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002100	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002110	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002120	1	\$1,857.01	\$1,344.00	\$3,201.01

PARCEL ID	UNITS	O&M	2020 DEBT	TOTAL
272804815029002130	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002140	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002150	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002160	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002170	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002180	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002190	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002200	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002210	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002220	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002230	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002240	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002250	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815029002260	0	\$0.00	\$0.00	\$0.00
272804815029002270	0	\$0.00	\$0.00	\$0.00
272804815030002260	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002270	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002280	1	\$1,857.01	\$1,3 <del>44</del> .00	\$3,201.01
272804815030002290	1	\$1,857.01	\$1,3 <del>44</del> .00	\$3,201.01
272804815030002300	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002310	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002320	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002330	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002340	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002350	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002360	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002370	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002380	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002390	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002400	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002410	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002420	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002430	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002440	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002450	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002460	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002470	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002480	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002490	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002500	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002510	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002520	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002530	1	\$1,857.01	\$1,344.00	\$3,201.01

PARCEL ID	UNITS	0&M	2020 DEBT	TOTAL
272804815030002540	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002550	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002560	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002570	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002580	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002590	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002600	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002610	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002620	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002630	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002640	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002650	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002660	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002670	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002680	1	\$1,857.01	\$1,3 <del>44</del> .00	\$3,201.01
272804815030002690	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002700	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002710	1	\$1,857.01	\$1,3 <del>44</del> .00	\$3,201.01
272804815030002720	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002730	1	\$1,857.01	\$1,3 <del>44</del> .00	\$3,201.01
272804815030002740	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002750	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002760	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002770	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002780	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002790	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002800	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002810	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002820	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002830	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002840	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002850	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002860	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002870	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002880	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002890	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002900	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002910	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002920	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002930	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002940	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002950	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002960	1	\$1,857.01	\$1,344.00	\$3,201.01

PARCEL ID	UNITS	O&M	2020 DEBT	TOTAL
272804815030002970	1			
272804815030002970	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030002980	1	\$1,857.01	\$1,344.00	\$3,201.01
	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003000		\$1,857.01	\$1,344.00	\$3,201.01
272804815030003010	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003020	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003030	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003040	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003050	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003060	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003070	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003080	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003090	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003100	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003110	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003120	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003130	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003140	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003150	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003160	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003170	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003180	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003190	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003200	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003210	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003220	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003230	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003240	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003250	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003260	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003270	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003280	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003290	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003300	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003310	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003320	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003330	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003340	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003350	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003360	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003370	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003380	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003390	1	\$1,857.01 \$1,857.01	\$1,3 <del>44</del> .00	\$3,201.01 \$3,201.01
2, 200 1013030003330	1	φτ/03/.01	φτ,υπτ.υυ	φυ,ζυτ.υτ

PARCEL ID	UNITS	0&M	2020 DEBT	TOTAL
272804815030003400	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003410	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003420	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003430	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003440	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003450	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003460	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003470	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003480	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003490	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003500	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003510	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003520	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003530	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003540	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003550	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003560	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003570	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003580	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003590	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003600	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003610	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003620	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003630	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003640	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003650	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003660	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003670	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003680	1	\$1,857.01	\$1,344.00	\$3,201.01
272804815030003690	0	\$0.00	\$0.00	\$0.00
272804815030003700	0	\$0.00	\$0.00	\$0.00
272804815030003710	0	\$0.00	\$0.00	\$0.00
272804815030003720	0	\$0.00	\$0.00	\$0.00
Total Gross Assessments		\$683,379.68	\$494,592.00	\$1,177,971.68

\$635,543.10 \$459,970.56 \$1,095,513.66

Total Net Assessments

# **MINUTES**

#### MINUTES OF MEETING SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT

The regular meeting of the Board of Supervisors of the Scenic Highway Community Development District was held on Tuesday, **April 15, 2025,** at 10:30 a.m. at the Holiday Inn – Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida and by Zoom Webinar.

#### Present and constituting a quorum were:

Bobbie Henley	Chairman
Lindsey Roden	Vice Chairman
Kristin Cassidy	Assistant Secretary
Jessica Spencer	Assistant Secretary
Joe Braddy	Assistant Secretary

#### Also, present were:

Monica Virgen	District Manager, GMS
Tricia Adams	District Manager, GMS
Katie O'Rourke	District Manager, GMS
Sayanah Hancock by Zoom	District Counsel Kilinski V

Savanah Hancock *by Zoom*District Counsel, Kilinski Van Wyk
Meredith Hammock *by Zoom*District Counsel, Kilinski Van Wyk

John Bannon *by Zoom* District Engineer
Marshall Tindall GMS Field Services

The following is a summary of the discussions and actions taken at the April 15, 2025 Scenic Highway Community Development District's Regular Board of Supervisor's Meeting.

#### FIRST ORDER OF BUSINESS Roll Call

Ms. Virgen called the meeting to order and called roll. Five Board members were in attendance constituting a quorum.

#### SECOND ORDER OF BUSINESS Public Comment Period

Ms. Virgen stated no members of the public were present in person or attending the meeting by Zoom.

#### THIRD ORDER OF BUSINESS

# Approval of Minutes of the March 18, 2025 Board of Supervisors Meeting

Ms. Virgen presented the minutes from the March 18, 2025 Board of Supervisors meeting. She asked for any comments, corrections, or changes to the minutes. The Board had no changes to the minutes.

On MOTION by Ms. Roden, seconded by Ms. Spencer, with all in favor, the Minutes of the March 18, 2025 Board of Supervisors Meeting, were approved.

#### FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-06 Approving Fiscal Year 2026 Proposed Budget and Setting a Public Hearing to Adopt

Ms. Virgen reviewed the Fiscal Year 2026 budget and suggested setting the public hearing to adopt on July 15, 2025 at 10:30 a.m. She noted that approving the proposed budget sets the cap, but the Board could make changes to the budget up until or at the public hearing on July 15. She noted that they were proposing no increase to the budget for Fiscal Year 2026.

On MOTION by Ms. Roden, seconded by Ms. Spencer, with all in favor, Resolution 2025-06 Approving Fiscal Year 2026 Proposed Budget and Setting a Public Hearing to Adopt on July 15, 2025 at 10:30 a.m., was approved.

#### FIFTH ORDER OF BUSINESS

# Ratification of Proposal for Installation of Inception Controller

Ms. Virgen reviewed the proposal from Current Demands for installation of an inception controller. The proposal totaled \$1,911.20. Ms. Henley had previously approved this proposal and they were bringing it back to the Board for ratification.

On MOTION by Ms. Spencer, seconded by Ms. Roden, with all in favor, the Proposal for Installation of Inception Controller, was ratified.

#### SIXTH ORDER OF BUSINESS

#### **Staff Reports**

#### A. Attorney

Ms. Hancock had nothing additional to report.

#### B. Engineer

#### i. Consideration of Quiddity Engineering Updated Rates

Mr. Bannon reviewed the Quiddity schedule of hourly rates.

On MOTION by Ms. Roden, seconded by Ms. Henley, with all in favor, the Quiddity Engineering Updated Rates, were approved.

#### C. Field Manager's Report

Mr. Tindall reviewed the Field Manager's Report. He presented a proposal from Prince & Sons for ROW tree replacement that was provided to the Board under separate cover.

On MOTION by Ms. Henley, seconded by Ms. Roden, with all in favor, the Proposal from Prince & Sons for ROW Tree Replacement, were approved.

#### D. District Manager's Report

#### i. Approval of Check Register

Ms. Virgen presented the check register from March 6, 2025, through April 2, 2025, totaling \$385,623.85. Immediately following the summary is a detailed check register noting all checks paid by the District.

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

#### ii. Balance Sheet and Income Statement

Ms. Virgen presented the unaudited financials from February 28, 2025. These are for informational purposes only. She offered to answer any questions on the financials.

#### SEVENTH ORDER OF BUSINESS

**Other Business** 

There being no comments, the next item followed.

EIGHTH	ORDER	<b>OF</b>	<b>BUSINESS</b>
--------	-------	-----------	-----------------

## **Supervisors Requests**

There being no comments, the next item followed.

NINTH ORDER OF BU	USIN	NESS
-------------------	------	------

NINTH ORDER OF BUSINESS	Adjournment
On MOTION by Ms. Spend favor, the meeting was adjo	cer, seconded by Ms. Henley, with all in burned.
Secretary/Assistant Secretary	Chairman/Vice Chairman

# SECTION 5

#### **RESOLUTION 2025-09**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND REMOVING AN ASSISTANT SECREARY, AND PROVIDING FOR AN EFFECTIVE DATE

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

**WHEREAS,** pursuant to Chapter 190, *Florida Statutes*, the Board of Supervisors ("**Board**"), shall organize by electing one of its members as Chair and by electing Assistant Secretaries, and such other officers as the Board may deem necessary.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. DISTRICT OFFICERS.

Katie O'Rourke is appointed as Assistant Secretary.

Monica Virgen is removed as Assistant Secretary.

**SECTION 2. CONFLICTS.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 3. EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED 15th day of July 2025

ATTEST:	SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chairperson, Board of Supervisors

# SECTION 6

## SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT

## FINANCIAL STATEMENTS

September 30, 2024

## SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT

## FINANCIAL STATEMENTS

September 30, 2024

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## DIBARTOLOMEO, McBEE, HARTLEY & BARNES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

#### **INDEPENDENT AUDITORS' REPORT**

To the Board of Supervisors Scenic Highway Community Development District City of Haines City, Florida

#### **Opinions**

We have audited the accompanying financial statements of the governmental activities and each major fund of Scenic Highway Community Development District, City of Haines City, Florida ("District") as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District as of September 30, 2024, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### **Basis for Opinions**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

#### Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

#### Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

#### **Required Supplementary Information**

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

## Other Reporting Required by Government Auditing Standards

In accordance with Government Auditing Standards, we have also issued our report dated June 16, 2025, on our consideration of the Scenic Highway Community Development District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, rules, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the District's internal control over financial reporting and compliance.

# Report on Other Legal and Regulatory Requirements

We have also issued our report dated June 16, 2025 on our consideration of the District's compliance with requirements of Section 218.415, Florida Statutes, as required by Rule 10.556(10) of the Auditor General of the State of Florida. The purpose of that report is to provide an opinion based on our examination conducted in accordance with attestation Standards established by the American Institute of Certified Public Accountants.

DiBartolomeo, M.Bu, Hartley & Barnes

DiBartolomeo, McBee, Hartley & Barnes, P.A. Fort Pierce, Florida

June 16, 2025

MANAGEMENT'S DISCUSSION AND ANALYSIS September 30, 2024

Our discussion and analysis of Scenic Highway Community Development District, City of Haines City, Florida ("District") financial performance provides an overview of the District's financial activities for the fiscal year ended September 30, 2024. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

#### FINANCIAL HIGHLIGHTS

- The liabilities of the District exceeded its assets at the close of the most recent fiscal year resulting in a net position balance of (\$315,041).
- The change in the District's total net position in comparison with the prior fiscal year was \$114,752, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2024, the District's governmental funds reported combined ending fund balances of \$764,966. A portion of fund balance is restricted for debt service and future capital repairs and replacement, nonspendable prepaid items, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

#### **OVERVIEW OF FINANCIAL STATEMENTS**

This discussion and analysis is intended to serve as the introduction to the District's financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

#### **Government-Wide Financial Statements**

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets and liabilities, with the difference between the two reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

MANAGEMENT'S DISCUSSION AND ANALYSIS September 30, 2024

The government-wide financial statements include all governmental activities that are principally supported by special assessment revenues. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance and operations.

#### **Fund Financial Statements**

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category: governmental funds.

#### **Governmental Funds**

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions.

Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three individual governmental funds for external reporting. Information is presented in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund. All funds are major funds. The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

# **Notes to the Financial Statements**

The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements.

MANAGEMENT'S DISCUSSION AND ANALYSIS September 30, 2024

#### **GOVERNMENT WIDE FINANCIAL ANALYSIS**

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the most recent fiscal year. A portion of the District's net position reflects its investment in capital assets (e.g. land, land improvements and infrastructure). These assets are used to provide services to residents; consequently, these assets are not available for future spending. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

Key components of net position were as follows:

#### Statement of Net Position

	2024	2023
Current assets	\$ 802,593	\$ 698,938
Capital assets	6,748,608	6,898,236
Total assets	7,551,201	7,597,174
Current liabilities	351,767	133,660
Long-term liabilities	7,514,475	7,893,307
Total liabilities	7,866,242	8,026,967
Net position		
Net invested in capital assets	(959,306)	(995,071)
Restricted for debt service	319,262	291,331
Restricted for capital projects	256,418	24,389
Unrestricted	68,585	249,558
Total net position	\$ (315,041)	\$ (429,793)

The District's net position increased during the most recent fiscal year. The majority of the change represents the degree to which program revenues exceeded ongoing cost of operations.

Key elements of the District's change in net position are reflected in the following table:

#### Change in Net Position

	2024		2023
Program revenues	\$ 877,	697	\$ 921,546
General revenues	23,	000	42,392
Total revenues	900,	697	963,938
Expenses			
General government	96,	504	84,308
Physical environment	225,	408	143,559
Culture and recreation	160,	246	433,713
Interest on long-term debt	303,	787	311,155
Cost of issuance		-	844,052
Total expenses	785,	945	1,816,787
Change in net position	114,	752	(852,849)
Net position - beginning of period	(429,	793)	423,056
Net position - end of year	\$ (315,	041)	\$ (429,793)

MANAGEMENT'S DISCUSSION AND ANALYSIS September 30, 2024

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2024 was \$785,945, which consisted of interest on long-term debt and costs associated with constructed and maintaining certain capital improvements. The costs of the District's activities were funded by special assessments.

#### GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

The variance between budgeted and actual general fund revenues is not considered significant. The actual general fund expenditures for the current fiscal year were significantly lower than budgeted amounts due primarily to anticipated costs which were not incurred in the current fiscal year.

#### CAPITAL ASSETS AND DEBT ADMINISTRATION

# Capital Assets

At September 30, 2024, the District had \$6,748,608 invested in capital assets. More detailed information about the District's capital assets is presented in the notes of the financial statements.

#### Capital Debt

At September 30, 2024, the District had \$7,707,914 in notes payable and Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the accompanying notes to the financial statements.

#### ECONOMIC FACTORS, NEXT YEAR'S BUDGET AND OTHER INFORMATION

For the fiscal year 2025, the District anticipates that the cost of general operations will remain fairly constant. In connection with the District's future infrastructure maintenance and replacement plan, the District Board has included in the budget, an estimate of those anticipated future costs and has assigned a portion of current available resources for that purpose.

MANAGEMENT'S DISCUSSION AND ANALYSIS September 30, 2024

# CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, land owners, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact Scenic Highway Community Development District's Finance Department at 219 E. Livingston Street, Orlando, Florida 32801.

# STATEMENT OF NET POSITION September 30, 2024

	ERNMENTAL ACTIVITIES
ASSETS	
Cash and cash equivalents	\$ 90,490
Assessments receivable	907
Prepaid items	31,229
Restricted assets:	
Investments	678,951
Assessments receivable	1,016
Capital assets:	
Depreciable	6,748,608
TOTAL ASSETS	\$ 7,551,201
LIABILITIES	
Accounts payable and accrued expenses	\$ 37,627
Accrued interest payable	120,701
Bonds and notes payable, due within one year	193,439
Bonds and notes payable, due in more than one year	7,514,475
TOTAL LIABILITIES	7,866,242
NET POSITION	
Net investment in capital assets	(959,306)
Restricted for:	, , ,
Debt service	319,262
Capital projects	256,418
Unrestricted	68,585
TOTAL NET POSITION	\$ (315,041)

STATEMENT OF ACTIVITIES Year Ended September 30, 2024

							Ne	t (Expense)
							Re	venues and
							Cha	inges in Net
				Program I	Revenue	es		Position
			$\mathbf{C}$	harges for	Op	erating	Go	overnmental
Functions/Programs	E	Expenses		Services	Contr	ributions		Activities
Governmental activities								
General government	\$	96,504	\$	96,504	\$	-	\$	-
Physical environment		225,408		157,072		-		(68,336)
Culture and recreation		160,246		160,246				-
Interest on long-term debt		303,787		463,875				160,088
Total governmental activities	\$	785,945	\$	877,697	\$			91,752
	Gene	eral revenues:						
		estment earni	ngs					22,910
		iscellaneous in	_	·				90
	7	Total general r	evenu	ies				23,000
		Change in no	et pos	ition				114,752
	Net	position - Oct	ober	1, 2023				(429,793)
	Net	position - Sep	temb	er 30, 2024			\$	(315,041)

BALANCE SHEET – GOVERNMENTAL FUNDS September 30, 2024

	MAJOR FUNDS						TOTAL	
		GENERA L	DE	BT SERVICE		CAPITAL PROJECTS	GOV	ERNMENTAL FUNDS
<u>ASSETS</u>								
Cash and cash equivalents	\$	64,076	\$	_	\$	26,414	\$	90,490
Assessments receivable		907		-		-		907
Due from other funds		10,000		-		-		10,000
Prepaid items		31,229		-		-		31,229
Restricted assets:								
Investments		-		438,947		240,004		678,951
Assessments receivable		-		1,016		-		1,016
TOTAL ASSETS	\$	106,212	\$	439,963	\$	266,418	\$	812,593
LIABILITIES AND FUND BALANCES LIABILITIES	<u>S</u>							
Accounts payable and accrued expenses	\$	37,627	\$	-	\$	-	\$	37,627
Due to other funds		-		_		10,000		10,000
TOTAL LIABILITIES		37,627				10,000		47,627
FUND BALANCES Nonspendable:								
Prepaid items		31,229		-		-		31,229
Restricted for:				420.062				120.062
Debt service		-		439,963		-		439,963
Capital projects		-		-		256,418		256,418
Unassigned		37,356						37,356
TOTAL FUND BALANCES		68,585		439,963		256,418		764,966
TOTAL LIABILITIES AND								
FUND BALANCES	\$	106,212	\$	439,963	\$	266,418	\$	812,593

# RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET POSITION OF GOVERNMENTAL ACTIVITIES September 30, 2024

Total Governmental Fund Balances in the Balance Sheet	\$ 764,966
Amount reported for governmental activities in the Statement of Net Assets are different because:	
Capital asset used in governmental activities are not financial resources and therefore are not reported in the governmental funds:	
Governmental capital assets  Less accumulated depreciation	7,146,231 (397,623)
Certain liabilities are not due and payable in the current period and therefore are not reported in the governmental funds:	, ,
Accrued interest payable Governmental bonds and notes payable	(120,701) (7,707,914)
Net Position of Governmental Activities	\$ (315,041)

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS Year Ended September 30, 2024

		TOTAL			
			CAPITAL	GOVERNMENTAL	
D. D. T.	GENERAL	AL DEBT SERVICE PROJECTS		FUNDS	
REVENUES					
Special assessments	\$ 413,822	\$ 463,875	\$ -	\$ 877,697	
Miscellaneous revenue	90	-	-	90	
Investment earnings		21,753	1,157	22,910	
TOTAL REVENUES	413,912	485,628	1,157	900,697	
EXPENDITURES					
General government	95,172	-	1,332	96,504	
Physical environment	123,025	-	-	123,025	
Culture and recreation	103,001	-	-	103,001	
Capital outlay	-	-	10,000	10,000	
Debt					
Principal	20,393	165,000	-	185,393	
Interest expense	11,089	294,850	-	305,939	
TOTAL EXPENDITURES	352,680	459,850	11,332	823,862	
EXCESS REVENUES OVER					
(UNDER) EXPENDITURES	61,232	25,778	(10,175)	76,835	
OTHER SOURCES (USES)					
Transfers in (out)	(242,205)		242,205		
TOTAL OTHER SOURCES (USES)	(242,205)	-	242,205	-	
EXCESS REVENUES OVER					
(UNDER) EXPENDITURES AND OTHER USES	(180,973)	25,778	232,030	76,835	
FUND BALANCE					
Beginning of year	249,558	414,185	24,388	688,131	
End of year	\$ 68,585	\$ 439,963	\$ 256,418	\$ 764,966	

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES Year Ended September 30, 2024

Net Change in Fund Balances - Total Governmental Funds	\$ 76,835
Amount reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the costs of those assets are depreciated over their estimated useful lives:	
Capital outlay	10,000
Repayment of long-term liabilities are reported as expenditures in the governmental fund financial statements, but such repayments reduce liabilities in the Statement of Net Position and are eliminated in the Statement of Activities:	
Payments on long-term debt	185,393
Certain items reported in the Statement of Activities do not require the use of current financial resources and therefore are not reported expenditures in the governmental funds:	
Curent year provision for depreciation Change in accrued interest payable	(159,628) 2,152
Change in Net Position of Governmental Activities	\$ 114,752

NOTES TO FINANCIAL STATEMENTS September 30, 2024

#### NOTE A- NATURE OF ORGANIZATION AND REPORTING ENTITY

Scenic Highway Community Development District ("District") was created on March 7, 2019 by the City of City of Haines City, Florida Ordinance No. 19-1634 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("Board"), which is composed of five members. The majority of the Board members are affiliated with the Developer or landowner. The Supervisors are elected on an at large basis by the qualified electors of the property owners within the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes.

The Board has the responsibility for:

- 1. Assessing and levying assessments.
- 2. Approving budgets.
- 3. Exercising control over facilities and properties.
- 4. Controlling the use of funds generated by the District.
- 5. Approving the hiring and firing of key personnel.
- 6. Financing Improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards Board ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the District Board of Supervisors is considered to be financially accountable, and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

#### NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

#### **Government-Wide and Fund Financial Statements**

The basic financial statements include both government-wide and fund financial statements. The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

NOTES TO FINANCIAL STATEMENTS September 30, 2024

#### NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### **Government-Wide and Fund Financial Statements (continued)**

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment. Operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other Items not included among program revenues are reported instead as general revenues.

#### Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the economic financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures are recorded when a liability is incurred, as under accrual accounting.

#### Assessments

Assessments are non-ad valorem assessments on benefited lands within the District. Assessments are levied to pay for the operations and maintenance of the District. The fiscal year for which annual assessments are levied begins on October 1 with discounts available for payments through February 28 and become delinquent on April 1. The District's annual assessments for operations are billed and collected by the County Tax Collector. The amounts remitted to the District are net of applicable discounts or fees and include interest on monies held from the day of collection to the day of distribution.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. All other revenue items are considered to be measurable and available only when cash is received by the government.

NOTES TO FINANCIAL STATEMENTS September 30, 2024

## NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### **Measurement Focus, Basis of Accounting and Financial Statement Presentation (continued)**

The District reports the following major governmental funds:

#### General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

#### Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest of long-term debt.

# Capital Projects Fund

The capital projects fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure with the District.

# Assets, Liabilities and Net Position or Equity

#### **Restricted Assets**

These assets represent cash and investments set aside pursuant to contractual restrictions.

#### Deposits and Investments

The District's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;

NOTES TO FINANCIAL STATEMENTS September 30, 2024

#### NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

# Assets, Liabilities and Net Position or Equity (continued)

# Deposits and Investments (continued)

- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

The State Board of Administration's ("SBA") Local Government Surplus Funds Trust Fund ("Florida PRIME") is a "2a-7 like" pool. A "2a-7 like" pool is an external investment pool that is not registered with the Securities and Exchange Commission ("SEC") as an investment company, but nevertheless has a policy that it will, and does, operate in a manner consistent with the SEC's Rule 2a-7 of the Investment Company Act of 1940, which comprises the rules governing money market funds. Thus, the pool operates essentially as a money market fund. The District has reported its investment in Florida PRIME at amortized cost for financial reporting purposes.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due. In addition, surplus funds may be deposited into certificates of deposit which are insured.

The District records all interest revenue related to investment activities in the respective funds and reports investments at fair value.

#### **Inventories and Prepaid Items**

Inventories of governmental funds are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

#### Capital Assets

Capital assets, which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of one year. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at estimated fair market value at the date of donation.

NOTES TO FINANCIAL STATEMENTS September 30, 2024

#### NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

# Assets, Liabilities and Net Position or Equity (continued)

#### Capital Assets (continued)

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

In the governmental fund financial statements, amounts incurred for the acquisition of capital assets are reported as fund expenditures. Depreciation expense is not reported in the governmental fund financial statements.

Capital assets of the District are depreciated using the straight-line method over the following useful lives:

<u>Assets</u>	<u>Years</u>
Stormwater management	75
Paving	50
Amenities	30
Entry features	30
Furniture and equipment	5

#### Unearned Revenue/Deferred Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

# **Long-Term Obligations**

In the government-wide financial statements long-term debt and other long-term obligations are reported as liabilities in the statement of net position. Bond premiums and discounts are deferred and amortized over the life of the Bonds. Bonds payable are reported net of applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

NOTES TO FINANCIAL STATEMENTS September 30, 2024

#### NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### Assets, Liabilities and Net Position or Equity (continued)

#### Deferred Outflows/Inflows of Resources

The statement of net position reports, as applicable, a separate section for deferred outflows of resources. Deferred outflows of resources represent a consumption of net position that applies to future reporting period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until that time. For example, the District would record deferred outflows of resources related to debit amounts resulting from current and advance refundings resulting in the defeasance of debt (i.e. when there are differences between the reacquisition price and the net carrying amount of the old debt).

The statement of net position reports, as applicable, a separate section for deferred inflows of resources. Deferred inflows of resources represent an acquisition of net position that applies to future reporting period(s) and so will not be recognized as an inflow of resources (revenue) until that time. For example, when an asset is recorded in the governmental fund financial statements, but the revenue is not available, the District reports a deferred inflow of resources until such times as the revenue becomes available.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The District has only one item, deferred revenue, which qualifies for reporting in this category.

#### Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

Committed fund balance - Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance - Includes spendable fund balance amounts that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board can assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

NOTES TO FINANCIAL STATEMENTS September 30, 2024

#### NOTE B - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

# Assets, Liabilities and Net Position or Equity (continued)

#### Fund Equity/Net Position (continued)

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

## **Other Disclosures**

#### Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

#### **NOTE C - BUDGETARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTES TO FINANCIAL STATEMENTS September 30, 2024

#### NOTE D – DEPOSITS AND INVESTMENTS

#### **Deposits**

The District's cash balances, including certificates of deposit, were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

#### **Investments**

The District's investments were held as follows at September 30, 2024:

Investment	Fa	air Value	Credit Risk	Maturities
Money Market Mutual Funds - First				Weighted average of the
American Treasury Obligation CL Y	\$	438,951	S&P AAAm	fund portfolio: 31 days
Investment in Local Government Surplus				Weighted average maturity:
Funds Trust Fund (Florida PRIME)		240,000	S&P AAAm	39 days
Total Investments	\$	678,951		

Custodial credit risk - For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty, the District will not be able to recover the value of the investments or collateral securities that are in the possession of an outside party. The District has no formal policy for custodial risk. The investments listed in the schedule above are not evidenced by securities that exist in physical or book entry form.

Credit risk - For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Concentration risk - The District places no limit on the amount the District may invest in any one issuer.

Interest rate risk - The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

Fair Value Measurement - When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

NOTES TO FINANCIAL STATEMENTS September 30, 2024

#### NOTE D – DEPOSITS AND INVESTMENTS

#### **Investments (continued)**

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- Level 1: Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- Level 2: Investments whose inputs other than quoted market prices are observable either directly or indirectly; and,
- Level 3: Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. For external investment pools that qualify to be measured at amortized cost, the pool's participants should also measure their investments in that external investment pool at amortized cost for financial reporting purposes. Accordingly, the District's investments have been reported at amortized cost above.

The District participated in the following external investment pools:

The State Board of Administration for participation in the Local Government Investment Pool (Florida Prime<sup>TM</sup>) created by Section 218.415, Florida Statutes is an investment pool that operates under investment guidelines established by Section 215.47, Florida Statutes. The District's investments in Florida Prime<sup>TM</sup>, a qualified external investment pool, meet the requirements of GASB Statement No. 79 and are reported at amortized cost.

#### NOTE E - INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS

Interfund receivables and payables for the fiscal year ended September 30, 2024 were as follows:

Receivable		ayable
\$ 10,000	\$	-
		10,000
\$ 10,000	\$	10,000
\$	<u>-</u>	<del></del>

The outstanding balances between the funds result primarily from the time lag between the dates that transactions are recorded in the accounting system and payments between funds are made. In the case of the District, the balance between the general fund and the capital projects fund relate to amounts from the capital projects fund not yet transferred to the general fund.

NOTES TO FINANCIAL STATEMENTS September 30, 2024

# NOTE E – INTERFUND RECEIVABLES, PAYABLES AND TRANSFERS (CONTINUED)

Interfund transfers for the fiscal year ended September 30, 2024 were as follows:

Fund	Transfer In		Transfer In			nsfer Out
Capital projects	\$	\$ 242,205		-		
Debt service				242,205		
Total	\$	242,205	\$	242,205		

Transfers are used to move revenues and other financing sources from the fund where collection occurs to the fund where funds have been reallocated for use. In the case of the District, transfers from the debt service fund to the capital projects fund were made in accordance with the Bond Indentures.

# **NOTE F - CAPITAL ASSETS**

Capital asset activity for the fiscal year ended September 30, 2024 was as follows:

	Balance 10/01/2023	Increases	Decreases	Balance 09/30/2024
Governmental activities:	10/01/2023		Decreases	03/30/2021
Capital assets, being depreciated				
Stormwater management	3,720,133	-	-	3,720,133
Paving	1,699,822	-	-	1,699,822
Amenities	1,039,890	-	-	1,039,890
Entry features	563,641	-	-	563,641
Equipment	-	10,000	-	10,000
Equipment - financed purchase	112,745			112,745
Total capital assets, being				
depreciated	7,136,231	10,000		7,146,231
Less accumulated depreciation for:				
Stormwater management	59,171	49,602	-	108,773
Paving	67,570	33,996	-	101,566
Amenities	54,884	34,663	-	89,547
Entry features	18,788	18,785	-	37,573
Equipment	-	33	-	33
Equipment - financed purchase	37,582	22,549	-	60,131
Total accumulated depreciation	237,995	159,628		397,623
Total capital assets, being				
depreciated - net	6,898,236	(149,628)		6,748,608
Governmental activities capital				
assets - net	\$ 6,898,236	\$ (149,628)	\$ -	\$ 6,748,608

NOTES TO FINANCIAL STATEMENTS September 30, 2024

# **NOTE F - CAPITAL ASSETS (CONTINUED)**

The total project cost of the infrastructure has been estimated at approximately \$9.3 million, of which approximately \$7 million is financed with the proceeds from the 2020 Bond Series and the remainder to be funded by the Landowners. The infrastructure includes stormwater management, water and sewer facilities, roadways, landscaping and hardscaping and amenities. Upon completion, certain assets have been conveyed to other entities for ownership and/or maintenance.

Depreciation expense of \$159,628 was charged to physical environment and culture and recreation in the amount of \$102,383 and \$57,245, respectively.

#### NOTE G – LONG-TERM LIABILITIES

**\$8,120,000** Special Assessment Bonds, Series 2020 - On December 11, 2020, the District issued \$8,120,000 in Special Assessment Bonds, Series 2020. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the property within the District. The Bonds are payable through May 2051. The Bonds bear interest ranging from 2.75% to 4.0% payable semi-annually on the first day of each May and November. Principal is due serially each May 1, commencing May 2022.

# Financed Purchase Agreement

In March 2022, the District entered into a capital lease agreement for the acquisition of pool furniture and playground equipment. The total acquisition cost of the equipment was \$112,745 which was recognized as a capital lease obligation. The term of the lease is from May 1, 2022 through April 1, 2027 and is payable in monthly installments of \$2,623.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The requirements have been met for the fiscal year ended September 30, 2024.

The following is a summary of activity in the long-term debt of the District for the year ended September 30, 2024:

	Balance 10/01/2023		Additions		Deletions		Balance 09/30/2024	Due Within One Year	
Special Assessment Bonds, Series 2020	\$	7,805,000	\$	-	\$	165,000	\$ 7,640,000	\$ 170,000	
Note payable - financed purchase		88,307		_		20,393	67,914	23,439	
	\$	7,893,307	\$	-	\$	185,393	\$ 7,707,914	\$ 193,439	

NOTES TO FINANCIAL STATEMENTS September 30, 2024

# NOTE G – LONG-TERM LIABILITIES (CONTINUED)

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2024 are as follows:

September 30,	Principal	Interest	Total
2025	\$ 170,000	\$ 290,313	\$ 460,313
2026	175,000	285,638	460,638
2027	180,000	279,950	459,950
2028	185,000	274,100	459,100
2029	195,000	268,088	463,088
2030-2034	1,070,000	1,235,313	2,305,313
2035-2039	1,300,000	1,019,375	2,319,375
2040-2044	1,570,000	751,675	2,321,675
2045-2049	1,915,000	412,000	2,327,000
2050-2054	880,000	53,200	933,200
	\$ 7,640,000	\$ 4,869,652	\$ 12,509,652

The scheduled payments for years September 30, 2024 are as follows:

September 30,	Principal		Interest		Total		
2025	\$	23,439	\$	8,042	\$	31,481	
2026	26,939		4,541			31,480	
2027	17,536			828		18,364	
2028		_		-		-	
2029						-	
	\$	67,914	\$	13,411	\$	81,325	

# **NOTE H – DEVELOPER TRANSACTIONS**

The Developer owns a portion of land within the District; therefore, assessment revenues in the debt service funds include the assessments levied on those lots owned by the Developer.

#### **NOTE I - MANAGEMENT COMPANY**

The District has contracted with a management company to perform services which include financial and accounting advisory services. Certain employees of the management company also serve as officers of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, computer and other administrative costs.

NOTES TO FINANCIAL STATEMENTS September 30, 2024

#### **NOTE J - RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; natural disasters; and environmental remediation. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations. There were no settled claims since inception of the District.

# STATEMENT OF REVENUES AND EXPENDITURES BUDGET AND ACTUAL – GENERAL FUND Year Ended September 30, 2024

	ORIGINAL BUDGET		FINAL BUDGET	ACTUAL		VARIANCE WITH FINAL BUDGET POSITIVE (NEGATIVE)	
REVENUES	Φ.	440.240	A 440 045	Φ.	44.0.000	Φ.	00=
Special assessments	\$	410,340	\$ 412,915	\$	413,822	\$	907
Miscellaneous revenue			90		90		-
TOTAL REVENUES		410,340	413,005		413,912		907
EXPENDITURES							
Current							
General government		126,352	119,080		95,172		23,908
Physical environment		145,647	134,990		123,025		11,965
Culture and recreation		136,136	142,402		103,001		39,401
Debt							
Principal		-	-		20,393		(20,393)
Interest expense		-			11,089		(11,089)
TOTAL EXPENDITURES		408,135	396,472		352,680		43,792
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES		2,205	16,533		61,232		44,699
OTHER FINANCING SOURCES (USES) Transfers in (out)		(2,205)	(242,205)		(242,205)		<u>-</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES AND OTHER SOURCES	\$		\$(225,672)		(180,973)	\$	44,699
FUND BALANCES Beginning of year					249,558		
End of year				\$	68,585		

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors, Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2024.

The variance between budgeted and actual general fund revenues is not considered significant. The actual general fund expenditures for the current fiscal year were significantly lower than budgeted amounts due primarily to anticipated costs which were not incurred in the current fiscal year.



# DIBARTOLOMEO, McBEE, HARTLEY & BARNES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING **STANDARDS** 

To the Board of Supervisors Scenic Highway Community Development District City of Haines City, Florida

We have audited in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States, the financial statements of Scenic Highway Community Development District, as of September 30, 2024 and for the year ended September 30, 2024, which collectively comprise Scenic Highway Community Development District's basic financial statements and have issued our report thereon dated June 16, 2025.

## **Report on Internal Control Over Financial Reporting**

In planning and performing our audit, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

## **Report on Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

# **Purpose of this Report**

This report is intended solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

DiBartolomes, U.Be, Hortly: Barres

DiBartolomeo, McBee, Hartley & Barnes, P.A. Fort Pierce, Florida

June 16, 2025



# DIBARTOLOMEO, McBEE, HARTLEY & BARNES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

To the Board of Supervisors Scenic Highway Community Development District City of Haines City, Florida

We have examined Scenic Highway Community Development District, City of Haines City, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2024. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2024.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Scenic Highway Community Development District, City of Haines City, Florida and is not intended to be and should not be used by anyone other than these specified parties.

DiBartolomeo, MiBe, Hartly: Barres

DiBartolomeo, McBee Hartley & Barnes, P.A. Fort Pierce, Florida June 16, 2025



# DIBARTOLOMEO, McBEE, HARTLEY & BARNES, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

## Management Letter

To the Board of Supervisors Scenic Highway Community Development District City of Haines City, Florida

## **Report on the Financial Statements**

We have audited the financial statements of the Scenic Highway Community Development District ("District") as of and for the fiscal year ended September 30, 2024, and have issued our report thereon dated June 16, 2025.

## **Auditors' Responsibility**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Auditor General.

# **Other Reporting Requirements**

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with Government Auditing Standards and Independent Accountants' Report on an examination conducted in accordance with AICPA Professional Standards, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 16, 2025, should be considered in conjunction with this management letter.

#### **Prior Audit Findings**

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. There were no findings or recommendations made in the preceding annual audit report.

#### Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The information required is disclosed in the notes to the financial statements.

#### **Financial Condition and Management**

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

#### Property Assessed Clean Energy (PACE) Programs

As required by Section 10.554(1)(i)6.a., Rules of the Auditor General, the District did not authorize a PACE program pursuant to Section 163.081 or Section 163.082, Florida Statutes, did not operate within the District's geographical boundaries during the fiscal year under audit.

#### **Specific Information**

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Scenic Highway Community Development District reported:

- a. The total number of district employees compensated in the last pay period of the District's fiscal year as N/A.
- b. The total number of independent contractors to whom nonemployee compensation was paid in the last month of the district's fiscal year as 9.
- c. All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency as N/A.
- d. All compensation earned by or awarded to nonemployee independent contractors, whether paid or accrued, regardless of contingency as \$352,144.
- e. The District does not have any construction projects with a total cost of at least \$65,000 that are scheduled to begin on or after October 1 of the fiscal year being reported.
- f. The District amended its final adopted budget under Section 189.016(6), Florida Statutes, as included on page 28.

As required by Section 218.39(3)(c), Florida Statutes, and Section 10.554(1)(i)7, Rules of the Auditor General, the Scenic Highway Community Development District reported:

- a. The rate or rates of non-ad valorem special assessments imposed by the District range from \$1,198 to \$1,344 per residential unit.
- b. The total amount of special assessments collected by or on behalf of the District as \$877,697.
- c. The total amount of outstanding bonds issued by the District as \$7,640,000.

#### **Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

# **Purpose of this Letter**

Our management letter is intended solely for the information and use of Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

DiBartolomeo, MiBe, Hortly: Barres

DiBartolomeo, McBee, Hartley & Barnes, P.A.

Fort Pierce, Florida

June 16, 2025

# SECTION 7

#### **RESOLUTION 2025-10**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT CONFIRMING AUTHORIZATION TO PAY INVOICES FOR WORK PREVIOUSLY APPROVED; AUTHORIZING THE CHAIR OR VICE CHAIR OF THE BOARD OF SUPERVISORS AND THE DISTRICT MANAGER TO ENTER INTO TIME SENSITIVE AND EMERGENCY CONTRACTS AND DISBURSE FUNDS FOR PAYMENT OF CERTAIN EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR THE REPEAL OF PRIOR SPENDING AUTHORIZATIONS; PROVIDING FOR AN EFFECTIVE DATE.

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

**WHEREAS**, Section 190.011(5), *Florida Statutes*, authorizes the District to adopt resolutions which may be necessary for the conduct of District business; and

**WHEREAS**, the Board of Supervisors of the District ("**Board**") typically meets on an as needed basis, and in no event more than monthly, to conduct the business of the District, including approval of proposals, authorizing the entering into of agreements or contracts, and authorizing the payment of District operating and maintenance expenses; and

**WHEREAS**, the Board contracted with the District Manager to timely pay the District's vendors and perform other management functions; and

WHEREAS, the Board desires to confirm that the District Manager is authorized to pay invoices, regardless of the dollar amounts, for work previously approved by the Board and such payments do not need to be approved by the Board prior to payment; and

WHEREAS, the Board recognizes that certain time sensitive or emergency issues may arise from time to time that require approval outside of regular monthly meetings; and

WHEREAS, to conduct the business of the District in an efficient manner, recurring, non-recurring, and other disbursements for goods and services must be processed and paid in a timely manner; and

WHEREAS, the Board has determined that it is in the best interests of the District, and is necessary for the efficient administration of District operations; the health, safety, and welfare of the residents within the District; and the preservation of District assets and facilities, to authorize

limited spending authority to the Chair (or Vice Chair, if the Chair is unavailable) of the Board and the District Manager between regular monthly meetings, for work and services that are time sensitive and/or emergency in nature.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT:

- 1. <u>Authorization to Pay Invoices for Work Previously Approved</u>. The District Manager is authorized to pay invoices, regardless of the dollar amounts, for work previously approved by the Board in accordance with such contracts and such payments do not need to be approved by the Board prior to payment nor do they need to be re-approved by the Board at a future meeting.
- 2. <u>Limited Spending Authorization</u>. The Board hereby authorizes the individuals stated below to exercise their judgment to enter into time sensitive and emergency contracts and disburse funds up to the amounts stated below, without prior Board approval for expenses (1) that are required to provide for the health, safety, and welfare of the residents within the District; (2) for the maintenance, repair, or replacement of a District asset; or (3) to remedy an unforeseen disruption in services relating to the District's facilities or assets, if such disruption would result in significantly higher expenses unless the contract is entered into immediately.
  - a. The District Manager may individually authorize such expense up to \$2,500.00 per proposal and/or event.
  - b. The Chair (or Vice Chair, if the Chair is unavailable) may individually authorize such expenses up to \$10,000.00 per proposal and/or event.
  - c. The District Manager and Chair (or Vice Chair, if the Chair is unavailable) may jointly authorize such expenses up to \$25,000.00 per proposal and/or event.
- **3.** Ratification of Spending Authorization at Future Meeting. Any payment made or contract entered into pursuant to this Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.
- **4.** <u>Repeal of Prior Spending Authorizations</u>. All prior spending authorizations approved by resolution or motion of the Board are hereby repealed.
- 5. <u>Effective Date</u>. This Resolution shall become effective immediately upon its adoption.

#### PASSED AND ADOPTED THIS 15th DAY OF JULY 2025.

ATTEST:	SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT
Sagratomy/Assistant Sagratomy	
Secretary/Assistant Secretary	Chairman, Board of Supervisors

## SECTION 8

#### AGREEMENT FOR ENTRANCE MONUMENT AND SIGNAGE REPAIR SERVICES

**This Agreement** ("Agreement") is made and entered into this \_\_\_\_ day of June 2025, by and between:

SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, with a mailing address of c/o Governmental Management Services — Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 ("District"); and

**SIGNATURE PRIVACY WALLS OF FLORIDA INC.,** a Florida corporation, with a mailing address of 20105217 Macoso Court, New Port Richey, Florida 34655 ("Contractor" and, together with the District, "Parties").

#### RECITALS

WHEREAS, the District is a local unit of special-purpose government established pursuant to and governed by Chapter 190, Florida Statutes, which was established for the purpose of planning, financing, constructing, operating and/or maintaining certain public infrastructure supporting community development within the District; and

WHEREAS, the District has a need to retain an independent contractor to provide the entrance monument and Signage repair services described herein; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide the entrance monument and Signage repair services identified in **Exhibit A**, attached hereto and incorporated by reference herein, in accordance with the terms of this Agreement ("Services"); and

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

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

- **SECTION 1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.
- **SECTION 2. DUTIES.** District agrees to use Contractor to provide the Services in accordance with the terms of this Agreement. The duties, obligations, and responsibilities of the Contractor are described in **Exhibit A** hereto.
  - **A. Scope.** Contractor shall provide the Services identified in **Exhibit A**, including any effort reasonably necessary to allow the District to receive the maximum benefit of all of the Services and items described herein. To the extent any of the provisions of this Agreement conflict with the provisions of **Exhibit A**, this Agreement controls. Should any error or inconsistency appear in the Services, Contractor, before proceeding with the Services, must notify the District for the proper adjustment, and in no case proceed with the Services in uncertainty.
  - **B. Property.** This Agreement grants to Contractor the right to enter the District property that

is subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations. To the extent the Contractor needs to use or access non-District property while providing the Services, Contractor shall coordinate such use in advance with the District Representative (as defined herein).

- **C.** *Permits and License.* All permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.
- **D.** Standard of Performance. Contractor shall perform all Services in a neat and workmanlike manner and shall use industry best practices and procedures when carrying out the Services. In the event the District in its sole determination, finds that the work of Contractor is not satisfactory to District, District shall have the right to immediately terminate this Agreement and will only be responsible for payment of work satisfactorily completed and for materials incorporated into the Services.
- **E.** *Means and Methods*. Contractor shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District. While providing the Services, the Contractor shall assign such experienced staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects of the Services to ensure efficient and full completion.
- **F. District Representative.** Contractor shall report directly to Marshall Tindall, who serves as District's Field Manager, or his designee (the "District Representative"). Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to complete repair of any damage resulting from Contractor's activities within twenty-four (24) hours in instances affecting health, safety or welfare, and otherwise within five (5) calendar days.
- **G.** *Timing.* Contractor shall coordinate commencement and completion of the Services with the District Representative. Contractor shall notify the District Representative in writing immediately upon recognizing any potential for a delay delivering the Services caused by itself or another contractor. Contractor must coordinate the Services with others performing work for the District as may be necessary to successfully and safely complete the Services or as the District directs.
- H. Clean-Up. Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At completion of the Services, the Contractor shall remove from the site waste materials, rubbish, tools, construction equipment, machinery and surplus materials. If the Contractor fails to clean up as provided herein, the District may do so, and the cost thereof shall be charged to the Contractor and may be applied as an offset to the final payment to Contractor.
- **I. Subcontractors.** Contractor shall be as fully responsible to the District for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor. Nothing contained herein shall create contractual relationships between any subcontractor and the District.

#### SECTION 3. COMPENSATION AND PAYMENT.

- A. Amount. The District shall pay Contractor a total of Twenty-Four Thousand Five Hundred Dollars and Zero Cents (\$24,500.00), in accordance with unit prices set forth in Exhibit A, payable upon final completion and acceptance by the District, for the Services identified in Exhibit A. Such amounts include all equipment, materials, permits and labor necessary for full execution of the Services. Contractor shall maintain records conforming to usual accounting practices.
- **B.** Payments and Invoices. All payments and invoices shall be subject to Florida's Local Government Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes. The invoice shall contain, at a minimum, the District's name, Contractor's name, the invoice date, an invoice number, an itemized listing of all costs billed on each invoice with a sufficient description of each, the timeframe within which the Services were provided, and the address or bank information to which payment is to be remitted.
- C. Additional Services. If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, 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.
- D. Conditions Precedent to Payment. The District may require, as a condition precedent to making any payment to the Contractor, that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that 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, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

#### SECTION 4. TERM AND TERMINATION.

- **A. Term.** This Agreement shall become effective as of the date first above written and shall terminate upon completion of the Services set forth herein and described in any amendment hereto, unless terminated in accordance with the terms of this Agreement.
- B. Termination. The District agrees that Contractor may terminate this Agreement for cause by providing thirty (30) days' written notice of termination to the District. Contractor agrees that the District may terminate this Agreement immediately for cause by providing a written notice of termination to Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination of this Agreement, Contractor shall be entitled to payment for all material and labor provided up until the effective termination of this Agreement, subject to whatever claims or offsets the District may have against Contractor.

SECTION 5. WARRANTY. The Contractor warrants to the District that all materials furnished by Contractor under this Agreement shall be new, and that all services and materials shall be of good quality, free from faults and defects, and will conform to the standards and practices for projects of similar design and complexity in an expeditious and economical manner consistent with the best interest of the District. In addition to all manufacturer warranties for materials purchased for purposes of this Agreement, if any, which Contractor shall assign to the District as necessary to give the District the benefit of said warranties, all Services provided by the Contractor pursuant to this Agreement shall be warranted for labor and workmanship for one (1) year from the date of acceptance of the Services by the District. Contractor shall replace or repair warranted items to the District's satisfaction and in the District's discretion. Neither final acceptance of the Services, nor final payment therefor, nor any provision of the Agreement shall relieve Contractor of responsibility for defective or deficient materials or Services. If any of the materials or Services are found to be defective, deficient or not in accordance with the Agreement, without intending to limit any other remedies, Contractor shall correct, remove and replace it promptly after receipt of a written notice from the District and correct and pay for any other damage resulting therefrom to District property or the property of landowners within the District.

Contractor hereby covenants to the District that it shall perform the Services: (i) using its best skill and judgment and in accordance with generally accepted professional and design standards and practices for projects of similar design and complexity as the development occurring within the District; (ii) in compliance with all applicable federal, state, county municipal, building and zoning, land use, environmental, public safety, non-discrimination and disability accessibility laws, codes, ordinances, rules and regulations, including, without limitation, all professional registration (both corporate and individual) for all required basic disciplines that it shall perform; and (iii) in an expeditious and economical manner consistent with the best interest of the District.

#### **SECTION 6. INSURANCE.**

Α.

*Limits*. The Contractor shall maintain throughout the term of this Agreement maintain insurance with limits of liability not less than the following:

Workers' Compensation	In accordance with the
_	1 651 : 1

laws of Florida

Employer's Liability Coverage \$1,000,000 per accident

or disease

General Liability\*

Bodily Injury (including contractual) \$1,000,000/\$2,000,000
Property Damage (including contractual) \$1,000,000/\$2,000,000

\*Must include Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation

Automobile Liability covering any owned, nonowned, or hired automobiles, trailers, or other equipment required to be licensed

Bodily Injury and Property Damage \$1,000,000 combined

single limit

- **B.** Requirements. The District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "Additional Insureds") shall be named as additional insured parties on the Commercial General Liability and Automobile Liability policies. The Contractor shall furnish the District with a Certificate of Insurance evidencing compliance with this requirement prior to commencing the Services. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, shall be considered primary and non-contributory with respect to the Additional Insureds, and shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the Additional Insureds
- **C.** Failure to Obtain Insurance. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation 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.

#### **SECTION 7. INDEMNIFICATION.**

- A. *Indemnification by Contractor*. To the fullest extent permitted by law, and in addition to any other obligations of Contractor under this Agreement or otherwise, Contractor shall indemnify, hold harmless, and defend the District and its officers, supervisors, agents, managers, counsel, engineers, staff and representatives (together, "Indemnitees"), from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by (i) the negligent, reckless, or intentionally wrongful misconduct of the Contractor, or any employee, agent, subcontractor, or any individual or entity directly or indirectly employed or used by any of them to perform any of the Services, (ii) the Contractor's performance of, or failure to perform, Contractor's obligations pursuant to this Agreement or any Services or Contractor's performance of any activities in connection therewith, and (iii) any breach of any warranty, representation, covenant, or agreement made by Contractor in this Agreement or any Services.
- **B.** *Obligations.* Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District. Nothing in this Agreement is intended to waive or alter any other remedies that the District may have as against the Contractor. The provisions of this Section 7 are independent of, and will not be limited by, any insurance required to be obtained by Contractor pursuant to this Agreement or otherwise obtained by Contractor, and the provisions of this Section 7 survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.
- **C. Subcontractors.** Contractor shall ensure that all subcontracts related to the Services include this Section for the benefit of the Indemnitees.

**SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

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

**SECTION 10. LIENS AND CLAIMS.** 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. If 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 all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

#### SECTION 11. DEFAULT AND ENFORCEMENT.

- A. **Remedies.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance.
- B. *Applicable Law and Venue*. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Polk County, Florida.
- C. Attorney Fees. If either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and costs for trial, alternative dispute resolution, or appellate proceedings.
- D. *Third-Party Interference*. 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.

E. *Claims for Construction Defects.* To the extent any of the Services described herein are classified as construction services, CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, *FLORIDA STATUTES*.

SECTION 12. INDEPENDENT CONTRACTOR STATUS. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor. The Parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of District and at all times entirely under Contractor's supervision, direction and control.

In particular, the District will not: i) withhold FICA (Social Security) from Contractor's payments; ii) make state or federal unemployment insurance contributions on Contractor's behalf; iii) withhold state or federal income tax from payment to Contractor; iv) make disability insurance contributions on behalf of Contractor; or v) obtain workers' compensation insurance on behalf of Contractor.

**SECTION 13. 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 Contractor:** Signature Privacy Walls of Florida Inc.

5217 Macoso Court

New Port Richey, Florida 34655 Attn:

**B.** If to District: Scenic Highway Community Development District

c/o Governmental Management Services – CF, LLC

219 East Livingston Street Orlando, Florida 32801 Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC

517 East College Avenue Tallahassee, Florida 32301

Attn: District Counsel, Scenic Highway CDD

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

Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the Parties and addressees set forth herein.

SECTION 14. THIRD-PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto 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 Parties hereto 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 Parties hereto and their respective representatives, successors, and assigns.

SECTION 15. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited, to Section 119.0701, Florida Statutes. Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Contractor acknowledges that, pursuant to Section 287.058(c), Florida Statutes, the District may unilaterally cancel this Agreement if the Contractor refuses to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Agreement, unless such records are exempt under Florida law. Contractor acknowledges that the designated Public Records Custodian for the District is Monica Virgen.

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

#### SECTION 16. CONTRACTOR CERTIFICATIONS.

**A.** Capability. Contractor has the capacity to furnish (directly or by subcontract or through vendors) any tools, materials, supplies, equipment and labor necessary to complete the Services required of Contractor under this Agreement and Contractor has sufficient experience and competence to perform the Services under the Agreement and meets the

- qualification standards set forth herein.
- **B.** Authorization. Contractor is authorized to do business in Polk County and the State of Florida and is properly licensed (to the extent required by law) by all necessary governmental authorities having jurisdiction over the Services.
- C. *E-Verify Requirements.* Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, 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 and shall comply with all requirements of Section 448.095, *Florida Statutes*, as to the use of subcontractors. The District may terminate the Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(5)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.
- **D.** *Scrutinized Companies.* In accordance with Section 287.135, *Florida Statutes*, Contractor represents that in entering into this Contract, neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.4725 and 215.473, *Florida Statutes*, and in the event such status changes, Contractor shall immediately notify the District. If Contractor is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.
- **E.** Anti-Human Trafficking. Contractor certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, Florida Statutes. Contractor agrees to execute an affidavit in compliance with Section 787.06(13), Florida Statutes, and acknowledges that if Contractor refuses to sign said affidavit, the District may terminate this Agreement immediately.
- F. **Public Entity Crimes.** Contractor represents that in entering into this Agreement, Contractor has not been placed on the convicted vendor list as described in Section 287.133(3)(a), *Florida Statutes*, within the last thirty-six (36) months and, if Contractor is placed on the convicted vendor list, Contractor shall immediately notify the District whereupon this Agreement may be terminated by the District.
- **G.** Foreign Influence. Contractor understands that under Section 286.101, Florida Statutes, that Contractor must disclose any current or prior interest, any contract with, or any grant or gift from a foreign country of concern as that term is defined within the above referenced statute.

#### SECTION 17. MISCELLANEOUS.

- **A. 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.
- **B.** Arm's Length Transaction. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement 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.
- **C. Execution.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document. The Parties agree that electronic signatures may be used to sign this Agreement and shall have the same force and effect as a written signature.
- **D.** 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.
- **E.** Agreement; Amendments. This instrument shall constitute the final and complete expression of agreement between the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.
- F. 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.
- **G. Successors; Assignment.** 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. Notwithstanding the foregoing, neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.
- **H.** Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

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

## SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT

Bobbie Henry

Chairperson, Urice Chairperson,
Board of Supervisors

Date: 2025-06-20

#### SIGNATURE PRIVACY WALLS OF FLORIDA

**INC.**, a Florida corporation

Docusigned by:

Rasima (Myal 528398881558448

Print: Rasima Crnjac

Its: Authorized Person

Date: 2025-06-20

Exhibit A: Scope of Services

## Exhibit A Scope of Services



PROPOSAL #4783MH

5217 Macoso Court New Port Richey, Florida 34655 Ph (727)271-4946 Fax (727)264-8736 signatureprivacywalls@gmail.com

DATE: 05/05/2025 BID EXPIRES 30 DAYS FROM ABOVE DATE

SOLD TO Scenic Highway CDD

PROJECT: Magnolia Park" - Monument Sign repair
Attention: Marshall Tindall

Email: Mtindall@gmscfl.com

Scope of Work:

wall repair including material, labor and equipment	Qty	UM	Price	Amo	unt
to remove, dispose and replace 1 deco column and sign panel, re-install new column, apply stone					
veneer on new column, install new sign panel, install deco banding, letterings and logo					
		1 LS	\$ 24,500.00	\$	24,500.00
TOTAL				\$	24,500.00

TERMS OF PAYMENT: NET 30 FROM THE DATE OF COMPLETION OF WORK Note: This proposal is based on estimated quantity (LF). Actual LF installed will be billed. Buyer agrees that bug holes up to 0.5°, minor imperfections, joint mark and normal concrete variations will be considered normal. Signature Privacy walls of FL, inc. will not be responsible if any damage occurst to the sidowalk, road, landscaping and add during the installation/respir process.

Seller: Signature Privacy Walls of Fl, Inc.

— Signed by:

Buy

Magnolia Park CDD

DON'T (100000

Signature & Title

Date Accepted: 2025-06-11

Bobbie Henley, Chair Scenic

Highway CDD

# SECTION 9

# SECTION C

# This item will be provided under separate cover

# SECTION D

# SECTION i

### Scenic Highway Community Development District

#### Summary of Check Register

May 7, 2025 to June 30, 2025

Fund	Date	Check No.'s	Amount
C 1 E 1			
General Fund			
	5/8/25	668-669	\$ 1,029.00
	5/15/25	670-672	\$ 11,309.08
	5/23/25	673-674	\$ 2,587.31
	6/4/25	675-679	\$ 2,241.24
	6/11/25	680	\$ 2,624.00
	6/18/25	681-684	\$ 13,305.59
	6/24/25	685-686	\$ 1,524.11
			\$ 34,620.33
		Total Amount	\$ 34,620.33

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 7/08/25 PAGE 1
\*\*\* CHECK DATES 05/07/2025 - 06/30/2025 \*\*\* SCENIC HIGHWAY GENERAL FUND

CHIECK BILLED	03, 07, 2023	BANK A SCENIC HIGHWAY CDD			
CHECK VEND# DATE	INVOICEEXPENSED TO DATE INVOICE YRMO DPT ACCT#	. VENDOR NAME SUB SUBCLASS	STATUS	AMOUNT	CHECK AMOUNT #
5/08/25 00041	4/28/25 14875 202504 330-57200	0-48200	*	795.00	
	CLEANING SVCS APR25	CSS CLEAN STAR SERVICES CENTRA	AL FL		795.00 000668
5/08/25 00060	3/23/25 45601 202503 330-57200	0-48000	*	234.00	
	TABLE REP FOR POOL FURNT	PATIO 2000 INC DBA PATIO SHOW	CASE		234.00 000669
5/15/25 00002	5/01/25 177 202505 310-51300	 )-34000	*	3,750.00	
	MANAGEMENT FEES MAY-25 5/01/25 177 202505 310-51300	)-35200	*	105.00	
	WEBSITE ADMIN MAY-25 5/01/25 177 202505 310-51300	0-35100	*	157.50	
	INFO TECHNOLOGY MAY-25 5/01/25 177 202505 310-51300	)-31300	*	437.50	
	DISSEMINATION SVCS MAY-2 5/01/25 177 202505 330-57200	25 0-48300	*	833.33	
	AMENITY ACCESS MAY-25 5/01/25 177 202505 310-51300	0-42000	*	28.02	
	POSTAGE 5/01/25 177 202505 310-51300	0-42500	*	33.45	
	COPIES 5/01/25 177 202505 310-51300	0-51000	*	.45	
	SUPPLIES 5/01/25 178 202505 320-53800		*	1,460.83	
	FIELD MANAGEMENT MAY-25	GOVERNMENTAL MANAGEMENT SERVIO	CES-CF		6,806.08 000670
5/15/25 00050	5/01/25 27236 202505 330-57200	0-48500	*	1,880.00	
	POOL MAINTENANCE MAY 25	MCDONNELL CORPORATION DBA RESC	ORT		1,880.00 000671
5/15/25 00039	5/15/25 05152025 202506 300-15500	0-10000	*	2,623.00	
	PLAYGRND/FUR LEASE JUNE2	25		·	2,623.00 000672
5/23/25 00024	5/16/25 12279 202504 310-51300	)-31500	*	889.00	
	GENERAL COUNSEL APR 25	KILINSKI VAN WYK PLLC			889.00 000673
5/23/25 00051	4/30/25 12144187 202504 330-57200	)-34500	<b>*</b>	1,698.31	
	SECURITY SVCS APR 25				1,698.31 000674
6/04/25 00041	5/09/25 14993CR 202505 330-57200		<b>*</b>	50.00-	
3, 31, 23 33311	CREDIT MARCH 2025			30.00	

SCEN SCENIC HIGHWAY CWRIGHT

AP300R YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER RUN 7/08/25 PAGE 2
\*\*\* CHECK DATES 05/07/2025 - 06/30/2025 \*\*\* SCENIC HIGHWAY GENERAL FUND

CHECK DATES	05/07/2025 - 06/30/2025 ^^^	BANK A SCENIC HIGH	WAY CDD			
CHECK VEND# DATE	INVOICEEXPENSED TO. DATE INVOICE YRMO DPT ACCT	VEN T# SUB SUBCLASS	IDOR NAME	STATUS	AMOUNT	CHECK
	5/09/25 14993CR 202505 330-5720			*	50.00-	
	CREDIT APRIL 2025 5/23/25 15110 202505 330-5720			*	735.00	
	CLEANING SVCS MAY25	CSS CLEAN STAR	SERVICES CENTRAI	FL		635.00 000675
	5/29/25 53-BID-7 202505 330-5720 POOL PERMIT FY 2025			*	200.00	
		FLORIDA DEPARTM	ENT OF HEALTH			280.00 000676
6/04/25 00002	3/31/25 176 202503 320-5380	00-48000		*	200.00	
	REPAIR FENCE-MAR25 5/01/25 179 202505 320-5380 TREE INSPECTION	00-46400		*	885.42	
		GOVERNMENTAL MA	NAGEMENT SERVICE	S-CF		1,085.42 000677
	5/22/25 65116666 202505 330-5720 PEST CONTROL MAY 25	00-48100		*	40.00	
		MASSEY SERVICES	INC.			40.00 000678
6/04/25 00050	5/13/25 17923 202505 320-5380 REPL SPRAYS/NOZZLES/LIN	00-47300 JE			200.82	
			RATION DBA RESOF	RT		200.82 000679
	6/11/25 06112025 202506 300-1550	00-10000 725		*	2,624.00	
		83 HOLDINGS LL	.C 			2,624.00 000680
	6/01/25 181 202506 320-5380 FIELD MANAGEMENT JUN25	00-34000		*	1,460.83	
	6/01/25 181 202506 310-5130 COPIES			*	25.32	
	6/01/25 182 202506 310-5130			*	3,750.00	
	MANAGEMENT SERVICES JUN 6/01/25 182 202506 310-5130	125 10-35200		*	105.00	
	WEBSITE ADMIN JUN25 6/01/25 182 202506 310-5130			*	157.50	
	INFO TECHNOLOGY JUN25 6/01/25 182 202506 310-5130	00-31300		*	437.50	
	DISEMINATION SVCS JUN25 6/01/25 182 202506 330-5720	; )0-48300		*	833.33	
	AMENITY ACCESS JUN25 6/01/25 182 202506 310-5130			*	.39	
	OFFICE SUPPLIES					
	6/01/25 182 202506 310-5130 POSTAGE			*	15.22	
		GOVERNMENTAL MA	NAGEMENT SERVICE	S-CF		6,785.09 000681

SCEN SCENIC HIGHWAY CWRIGHT

AP300R	ACCOUNTS PAYABLE PREPAID/COMPUTER ( CENIC HIGHWAY GENERAL FUND ANK A SCENIC HIGHWAY CDD	CHECK REGISTER	RUN 7/08/25	PAGE 3
CHECK VEND#INVOICEEXPENSED TO DATE DATE INVOICE YRMO DPT ACCT# S		STATUS	AMOUNT	CHECK AMOUNT #
6/18/25 00024 6/14/25 12494 202505 310-51300-3 GENERAL COUNSEL MAY25	31500 KILINSKI VAN WYK PLLC	*	512.50	512.50 000682
6/18/25 00050 6/01/25 27593 202506 330-57200-4	48500	*	1,880.00	
POOL MAINTENANCE JUN25	MCDONNELL CORPORATION DBA RESORT			1,880.00 000683
6/18/25 00027 6/01/25 18263 202506 320-53800-4 LANDSCAPE MAINT JUN25				
LANDSCAFE MAINT CON25	PRINCE & SONS INC.			4,128.00 000684
6/24/25 00031 6/23/25 06232025 202506 300-20700-1 ASSESSMENT TRNSFR S2020		*	1,371.11	
ADDIDOMENT TRIGIT D2020	SCENIC HIGHWAY CDD C/O USBANK			1,371.11 000685
6/24/25 00068 6/23/25 06232025 202506 300-21700-3	10000	*	153.00	
	UNITED STATES TREASURY			153.00 000686
	TOTAL FOR BANK	X A	34,620.33	
	TOTAL FOR REG	ISTER	34,620.33	

SCEN SCENIC HIGHWAY CWRIGHT



Community Development District

Unaudited Financial Reporting May 31, 2025



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Assessment Receipt Schedule	0
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### Scenic Highway Community Development District Combined Balance Sheet May 31, 2025

		General	$D\epsilon$	ebt Service	Capita	al Projects	Сар	ital Reserve		Totals
		Fund		Fund	i	Fund		Fund	Gove	rnmental Fund
Assets:										
Cash:										
Operating Account	\$	93,235	\$	-	\$	-	\$	-	\$	93,235
Capital Reserve Account	\$	-	\$	-	\$	-	\$	26,697	\$	26,697
State Board of Administration	\$	307,441	\$	-	\$	-	\$	-	\$	307,441
Investments:		ŕ								,
Series 2020										
Reserve	\$	-	\$	229,959	\$	-	\$	-	\$	229,959
Revenue	\$	-	\$	224,778	\$	-	\$	-	\$	224,778
Construction - Phase 1 & 2	\$	-	\$	-	\$	4	\$	-	\$	4
Construction - Phase 3	\$	_	\$	_	\$	1	\$	-	\$	1
SBA Capital Reserves Account	\$	-	\$	-	\$	_	\$	256,177	\$	256,177
Due from General Fund	\$	-	\$	14	\$	_	\$	-	\$	14
Prepaid Expenses	\$	1,010	\$	-	\$	-	\$	-	\$	1,010
Total Assets	\$	401,686	\$	454,752	\$	4	\$	282,874	\$	1,139,316
1044115000	<del>-</del>	101,000	<del>-</del>	10 1,7 02	4		Ψ	202,071	<u> </u>	1,107,010
Liabilities:										
Accounts Payable	\$	6,536	\$	-	\$	-	\$	-	\$	6,536
Due to Debt Service	\$	14	\$	-	\$	-	\$	-	\$	14
Total Liabilites	\$	6,551	\$	-	\$	-	\$	-	\$	6,551
Fund Balance:										
Assigned for:										
Nonspendable:										
Prepaid Items	\$	1,010	\$	-	\$	-	\$	-	\$	1,010
Restricted for:										
Debt Service - Series 2020	\$	-	\$	454,752	\$	-	\$	-	\$	454,752
Capital Projects - Series 2020	\$	-	\$	-	\$	4	\$	-	\$	4
Assigned for:										
Capital Reserves	\$	-	\$	-	\$	-	\$	282,874	\$	282,874
Unassigned	\$	394,125	\$	-	\$	-	\$	-	\$	394,125
Total Fund Balances	\$	395,135	\$	454,752	\$	4	\$	282,874	\$	1,132,765
Total Liabilities & Fund Balance	\$	401,686	\$	454,752	\$	4	\$	282,874	\$	1,139,316

#### **Community Development District**

#### **General Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Proi	ated Budget		Actual		
	Budget	Thr	u 05/31/25	Thr	u 05/31/25	V	ariance
Revenues:							
Assessments - Tax Roll	\$ 635,542	\$	635,542	\$	635,914	\$	372
Interest Revenue	\$ -	\$	-	\$	2,441	\$	2,441
Miscellaneous Revenue	\$ -	\$	-	\$	3,670	\$	3,670
Total Revenues	\$ 635,542	\$	635,542	\$	642,026	\$	6,483
Expenditures:							
General & Administrative:							
Supervisor Fees	\$ 12,000	\$	8,000	\$	4,600	\$	3,400
FICA Expense	\$ -	\$	-	\$	230	\$	(230)
Engineering	\$ 13,000	\$	8,667	\$	-	\$	8,667
Attorney	\$ 25,000	\$	16,667	\$	11,733	\$	4,934
Annual Audit	\$ 3,500	\$	-	\$	-	\$	-
Assessment Administration	\$ 5,565	\$	5,565	\$	5,565	\$	-
Arbitrage	\$ 450	\$	450	\$	450	\$	-
Dissemination	\$ 5,250	\$	3,500	\$	3,500	\$	-
Trustee Fees	\$ 4,041	\$	4,041	\$	4,041	\$	-
Management Fees	\$ 45,000	\$	30,000	\$	30,000	\$	-
Information Technology	\$ 1,890	\$	1,260	\$	1,260	\$	-
Website Maintenance	\$ 1,260	\$	840	\$	840	\$	-
Postage & Delivery	\$ 1,000	\$	667	\$	617	\$	50
Insurance	\$ 6,817	\$	6,817	\$	6,631	\$	186
Printing and Binding	\$ 50	\$	33	\$	129	\$	(96)
Legal Advertising	\$ 5,000	\$	1,887	\$	1,887	\$	-
Other Current Charges	\$ 1,500	\$	1,000	\$	362	\$	638
Office Supplies	\$ 500	\$	333	\$	3	\$	330
Dues, Licenses & Subscriptions	\$ 175	\$	175	\$	175	\$	-
Total General & Administrative	\$ 131,998	\$	89,901	\$	72,023	\$	17,878

#### **Community Development District**

#### **General Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

		Adopted	Pror	ated Budget		Actual		
		Budget	Thr	u 05/31/25	Thr	u 05/31/25		Variance
Operations & Maintenance								
•								
Field Expenditures	ф	40.775	<b>.</b>	10.555	<b>.</b>	45.400	<b>.</b>	2.255
Property Insurance	\$	18,775	\$	18,775	\$	15,400	\$	3,375
Field Management	\$	17,530	\$	11,687	\$	11,687	\$	(0)
Landscape Maintenance	\$	49,536	\$	33,024	\$	31,479	\$	1,545
Landscape Replacement	\$	13,000	\$	8,667	\$	9,263	\$	(596)
Right of Way Tree Inspections	\$	10,625	\$	7,083	\$	5,313	\$	1,771
Right of Way Tree Replacement	\$	150,000	\$	100,000	\$	25,305	\$	74,695
Streetlights	\$	15,972	\$	10,648	\$	8,900	\$	1,748
Electric	\$	4,646	\$	3,098	\$	3,188	\$	(90)
Sidewalk & Asphalt Maintenance	\$	2,500	\$	1,667	\$	-	\$	1,667
Irrigation Repairs	\$	6,000	\$	4,000	\$	3,684	\$	316
General Repairs & Maintenance	\$	10,000	\$	6,667	\$	16,619	\$	(9,952)
Contingency	\$	9,000	\$	6,000	\$	2,671	\$	3,329
Subtotal Field Expenditures	\$	307,584	\$	211,314	\$	133,507	\$	77,807
Amenity Expenditures								
Amenity - Electric	\$	8,131	\$	5,421	\$	2,992	\$	2,429
Amenity - Water	\$	4,646	\$	3,098	\$	3,247	\$	(149)
Playground Lease	\$	31,488	\$	20,992	\$	20,984	\$	8
Internet	\$	1,317	\$	878	\$	934	\$	(56)
Pest Control	\$	648	\$	432	\$	320	\$	112
Janitorial Service	\$	9,680	\$	6,453	\$	6,030	\$	423
	\$		\$	25,900	\$		\$	7,262
Security Services		38,850				18,638		
Pool Maintenance	\$	23,700	\$	15,800	\$	15,490	\$	310
Amenity Access Management	\$	10,000	\$	6,667	\$	6,667	\$	0
Amenity Repairs & Maintenance	\$	10,000	\$	10,000	\$	9,790	\$	210
Contingency	\$	7,500	\$	5,000	\$	5,214	\$	(214)
Subtotal Amenity Expenditures	\$	145,960	\$	100,640	\$	90,305	\$	10,335
Total Operations & Maintenance	\$	453,544	\$	311,955	\$	223,812	\$	88,143
Total Expenditures	\$	585,542	\$	401,856	\$	295,835	\$	106,021
	-	220,222	,		,		7	
Excess (Deficiency) of Revenues over Expenditures	\$	50,000			\$	346,191		
Other Financing Sources/(Uses):								
Transfer In/(Out)	\$	(50,000)	\$	(50,000)	\$	(19,641)	\$	30,359
Total Other Financing Sources/(Uses)	\$	(50,000)	\$	(50,000)	\$	(19,641)	\$	30,359
Net Change in Fund Balance	\$	-			\$	326,550		
Fund Balance - Beginning	\$	-	_		\$	68,586		
						205 125		
Fund Balance - Ending	\$	-			\$	395,135		

#### **Community Development District**

#### **Debt Service Fund Series 2020**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Adopted	Prorated Budget		Actual			
	Budget	Thr	u 05/31/25	Thr	ru 05/31/25	7	<sup>7</sup> ariance
Revenues:							
Assessments - Tax Roll	\$ 459,919	\$	459,919	\$	460,239	\$	320
Interest	\$ -	\$	-	\$	14,861	\$	14,861
Total Revenues	\$ 459,919	\$	459,919	\$	475,100	\$	15,181
Expenditures:							
Interest - 11/1	\$ 145,156	\$	145,156	\$	145,156	\$	-
Principal - 5/1	\$ 170,000	\$	170,000	\$	170,000	\$	-
Interest - 5/1	\$ 145,156	\$	145,156	\$	145,156	\$	-
Total Expenditures	\$ 460,313	\$	460,313	\$	460,313	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$ (394)			\$	14,788		
Fund Balance - Beginning	\$ 206,476			\$	439,964		
Fund Balance - Ending	\$ 206,082			\$	454,752		

#### **Community Development District**

#### **Capital Projects Fund Series 2020**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	Ado	pted	Prorat	ed Budget	I	Actual		
	Budget			5/31/25	Thru	05/31/25	V	ariance
Revenues								
Interest	\$	-	\$	-	\$	-	\$	-
Total Revenues	\$	-	\$	-	\$	0	\$	0
Expenditures:								
Miscellaneous	\$	-	\$	-	\$	40	\$	(40)
Total Expenditures	\$	-	\$	-	\$	40	\$	(40)
Excess (Deficiency) of Revenues over Expenditures	\$	-			\$	(40)		
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	-	\$	-	\$	(359)	\$	(359)
Total Other Financing Sources (Uses)	\$	-	\$	-	\$	(359)	\$	(359)
Net Change in Fund Balance	\$				\$	(399)		
Fund Balance - Beginning	\$	-			\$	403		
Fund Balance - Ending	\$	-			\$	4		

#### **Community Development District**

#### **Capital Reserve Fund**

#### Statement of Revenues, Expenditures, and Changes in Fund Balance

	I	Adopted	Prora	ated Budget		Actual		
		Budget	Thru	05/31/25	Thr	u 05/31/25	7	/ariance
Revenues								
Interest	\$	-	\$	-	\$	6,859	\$	6,859
Total Revenues	\$	-	\$	-	\$	6,859	\$	6,859
Expenditures:								
Holiday Decorations	\$	7,500	\$	5,000	\$	-	\$	5,000
Chair Lift Replacement	\$	10,500	\$	7,000	\$	-	\$	7,000
Total Expenditures	\$	-	\$		\$	-	\$	-
Excess (Deficiency) of Revenues over Expenditures	\$		\$	-	\$	6,859	\$	6,859
Other Financing Sources/(Uses)								
Transfer In/(Out)	\$	50,000	\$	50,000	\$	20,000	\$	(30,000)
Total Other Financing Sources (Uses)	\$	50,000	\$	50,000	\$	20,000	\$	(30,000)
Net Change in Fund Balance	\$	50,000			\$	26,859		
Fund Balance - Beginning	\$	25,880			\$	256,015		
Fund Balance - Ending	\$	75,880			\$	282,874		

#### Scenic Highway Community Development District Month to Month

		Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Revenues:														
Assessments - Tax Roll	\$	- \$	21,914 \$	591,800 \$	9,303 \$	2,757 \$	4,171 \$	5,970 \$	- \$	- \$	- \$	- \$	- \$	635,914
Interest Revenue	\$	- \$	- \$	- \$	- \$	- \$	151 \$	1,125 \$	1,166 \$	- \$	- \$	- \$	- \$	2,44
Miscellaneous Revenue	\$	- \$	- \$	- \$	1,773 \$	591 \$	394 \$	394 \$	519 \$	- \$	- \$	- \$	- \$	3,670
Total Revenues	\$	- \$	21,914 \$	591,800 \$	11,075 \$	3,348 \$	4,715 \$	7,489 \$	1,685 \$	- \$	- \$	- \$	- \$	642,026
Expenditures:														
General & Administrative:														
Supervisor Fees	\$	800 \$	800 \$	- \$	- \$	1,000 \$	1,000 \$	1,000 \$	- \$	- \$	- \$	- \$	- \$	4,600
FICA Expense	\$	- \$	- \$	- \$	- \$	77 \$	77 \$	77 \$	- \$	- \$	- \$	- \$	- \$	230
Engineering	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Attorney	\$	1,727 \$	1,475 \$	3,484 \$	1,818 \$	109 \$	1,719 \$	889 \$	513 \$	- \$	- \$	- \$	- \$	11,733
Annual Audit	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Assessment Administration	\$	5,565 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	5,565
Arbitrage	\$	- \$	- \$	- \$	- \$	450 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	450
Dissemination	\$	438 \$	438 \$	438 \$	438 \$	438 \$	438 \$	438 \$	438 \$	- \$	- \$	- \$	- \$	3,500
Trustee Fees	\$	1,010 \$	- \$	- \$	3,030 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	4,041
Management Fees	\$	3,750 \$	3,750 \$	3,750 \$	3,750 \$	3,750 \$	3,750 \$	3,750 \$	3,750 \$	- \$	- \$	- \$	- \$	30,000
Information Technology	\$	158 \$	158 \$	158 \$	158 \$	158 \$	158 \$	158 \$	158 \$	- \$	- \$	- \$	- \$	1,260
Website Maintenance	\$	105 \$	105 \$	105 \$	105 \$	105 \$	105 \$	105 \$	105 \$	- \$	- \$	- \$	- \$	840
Postage & Delivery	\$	9 \$	38 \$	72 \$	327 \$	48 \$	86 \$	8 \$	28 \$	- \$	- \$	- \$	- \$	617
Insurance	\$	6,631 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	6,631
Printing and Binding	\$	- \$	- \$	53 \$	- \$	1 \$	11 \$	31 \$	33 \$	- \$	- \$	- \$	- \$	129
Legal Advertising	\$	636 \$	1,250 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	1,887
Other Current Charges	\$	41 \$	41 \$	56 \$	42 \$	44 \$	49 \$	45 \$	44 \$	- \$	- \$	- \$	- \$	362
Office Supplies	\$	0 \$	1 \$	0 \$	1 \$	1 \$	0 \$	0 \$	0 \$	- \$	- \$	- \$	- \$	3
Dues, Licenses & Subscriptions	\$	175 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	175
Total General & Administrative	s	21,045 \$	8.055 \$	8,115 \$	9,669 \$	6,180 \$	7.391 \$	6.499 \$	5.069 \$	- <b>\$</b>	- \$	- \$	- \$	72.023

#### Scenic Highway Community Development District Month to Month

		Oct	No	7	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
Operations & Maintenance															
Field Expenditures															
Property Insurance	\$	15,400	\$ -	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	15,400
Field Management	\$	1,461	\$ 1,461	\$	1,461 \$	1,461 \$	1,461 \$	1,461 \$	1,461 \$	1,461 \$	- \$	- \$	- \$	- \$	11,687
Landscape Maintenance	\$	2,837	\$ 2,837	\$	2,837 \$	2,837 \$	8,002 \$	8,002 \$	4,128 \$	- \$	- \$	- \$	- \$	- \$	31,479
Landscape Replacement	\$	6,933	\$ 1,730	\$	- \$	- \$	600 \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	9,263
Right of Way Tree Inspections	\$	- :	\$ -	\$	885 \$	885 \$	885 \$	885 \$	885 \$	885 \$	- \$	- \$	- \$	- \$	5,313
Right of Way Tree Replacement	\$	- :	\$ 25,305	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	25,305
Streetlights	\$	1,089	\$ 1,089	\$	1,089 \$	731 \$	1,110 \$	1,489 \$	1,151 \$	1,151 \$	- \$	- \$	- \$	- \$	8,900
Electric	\$	370	\$ 342	\$	379 \$	417 \$	476 \$	397 \$	398 \$	409 \$	- \$	- \$	- \$	- \$	3,188
Sidewalk & Asphalt Maintenance	\$	- :	\$ -	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	
Irrigation Repairs	\$	- :	\$ 218	\$	- \$	116 \$	127 \$	1,023 \$	2,000 \$	201 \$	- \$	- \$	- \$	- \$	3,684
General Repairs & Maintenance	\$	1,505			1,100 \$	12,464 \$	- \$	200 \$	- \$	- \$	- \$	- \$	- \$	- \$	16,619
Contingency	\$	885	\$ 1,785	\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	2,671
Pool Permit	\$	- :		\$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	- \$	-
Subtotal Field Expenditures	\$	30,480	\$ 36,116	\$	7,752 \$	18,911 \$	12,661 \$	13,457 \$	10,023 \$	4,107 \$	- \$	- \$	- \$	- \$	133,507
Amenity Expenditures															
Amenity - Electric	\$	349	\$ 367	\$	285 \$	371 \$	393 \$	388 \$	416 \$	424 \$	- \$	- \$	- \$	- \$	2,992
Amenity - Water	\$	347			320 \$	340 \$	350 \$	330 \$	893 \$	350 \$	- \$	- \$	- \$	- \$	3,247
Playground Lease	\$	2,623			2,623 \$	2,623 \$	2,623 \$	2,623 \$	2,623 \$	2,623 \$	- \$	- \$	- \$	- \$	20,984
Internet	\$	113			113 \$	113 \$	120 \$	120 \$	120 \$	120 \$	- \$	- \$	- \$	- \$	934
Pest Control	\$	40		\$	40 \$	40 \$	40 \$	40 \$	40 \$	40 \$	- \$	- \$	- \$	- \$	320
Janitorial Service	\$	745			745 \$	745 \$	725 \$	795 \$	795 \$	735 \$	- \$	- \$	- \$	- \$	6,030
Security Services	\$	2,110			2,050 \$	1,822 \$	1,822 \$	3,986 \$	1,698 \$	2,559 \$	- \$	- \$	- \$	- \$	18,638
Pool Maintenance	\$	2,330			1,880 \$	1,880 \$	1,880 \$	1,880 \$	1,880 \$	1,880 \$	- \$	- \$	- \$	- \$	15,490
	\$	833			833 \$	833 \$	833 \$	833 \$	833 \$	833 \$	- \$	- \$	- \$	- \$	6,667
Amenity Access Management	\$	2,565			- \$	- \$	2,464 \$	234 \$	1,911 \$	178 \$	- \$ - \$	- \$	- \$	- \$	9,790
Amenity Repairs & Maintenance	\$						2,464 \$ 685 \$	- \$							
Contingency	•	- :	•	\$	- \$	4,249 \$	685 \$	- 3	- \$	280 \$	- \$	- \$	- \$	- \$	5,214
Subtotal Amenity Expenditures	\$	12,056	\$ 11,948	\$	8,889 \$	13,016 \$	11,936 \$	11,229 \$	11,210 \$	10,021 \$	- \$	- \$	- \$	- \$	90,305
Total Operations & Maintenance	\$	42,536	\$ 48,063	\$	16,641 \$	31,928 \$	24,597 \$	24,687 \$	21,233 \$	14,128 \$	- \$	- \$	- \$	- \$	223,812
Total Expenditures	\$	63,581	\$ 56,118	•	24,756 \$	41,596 \$	30,777 \$	32,078 \$	27,732 \$	19,197 \$	- \$	- \$	- \$	- \$	295,835
Total Expenditures	J	03,301 .	ş 30,110	•	24,730 \$	41,370 \$	30,777 \$	32,076 \$	27,732 \$	19,197 \$	- 3	- 3	<u> </u>	- 3	293,033
Excess (Deficiency) of Revenues over Expenditures	\$	(63,581)	\$ (34,204	) \$	567,044 \$	(30,521) \$	(27,429) \$	(27,363) \$	(20,243) \$	(17,512) \$	- \$	- \$	- \$	- \$	346,191
Other Financing Sources/Uses:															
Transfer In/(Out)	\$	- :	\$ 30,359	\$	- \$	- \$	- \$	(50,000) \$	- \$	- \$	- \$	- \$	- \$	- \$	(19,641)
Total Other Financing Sources/Uses	\$	- :	\$ 30,359	\$	- \$	- \$	- \$	(50,000) \$	- \$	- \$	- \$	- \$	- \$	- \$	(19,641)
Not Change in Fund Balance	\$	((2 504)	é (2045		F(7044 *	(20 521)	(27.420)	(77.2(2) ^	(20.242)	(17 F12)	- \$	- \$	- <b>\$</b>		226 550
Net Change in Fund Balance	3	(63,581)	\$ (3,845	) \$	567,044 \$	(30,521) \$	(27,429) \$	(77,363) \$	(20,243) \$	(17,512) \$	- 3	- 3	- 3	- \$	326,550

#### **Community Development District**

#### **Long Term Debt Report**

Interest Rate 2.750%, 3.250%, 3.750%, 4.000%

Maturity Date 5/1/2051

Reserve Fund Definition 50% Maximum Annual Debt Service

Reserve Fund Requirement \$229,959
Reserve Fund Balance \$229,959

Bonds Outstanding - 12/21/20 \$8,120,000
Less: Principal Payment 5/1/22 (\$155,000)
Less: Principal Payment 5/1/23 (\$160,000)
Less: Principal Payment 5/1/24 (\$165,000)
Less: Principal Payment 5/1/25 (\$170,000)

Current Bonds Outstanding \$7,470,000

#### COMMUNITY DEVELOPMENT DISTRICT

#### **Special Assessment Receipts**

Fiscal Year 2025

#### ON ROLL ASSESSMENTS

Gross Assessments	\$ 683,379.68	\$ 494,592.00	\$ 1,177,971.68
Net Assessments	\$ 635,543.10	\$ 459,970.56	\$ 1,095,513.66

												58%		42%	100%
Date	Distribution	C	Gross Amount	Dis	count/Penalty	C	Commission	Interest	1	Net Receipts	l	General Fund	202	20 Debt Service	Total
										·					
11/13/24	10/21/24	\$	1,474.30	\$	(77.41)	\$	(27.94)	\$ -	\$	1,368.95	\$	794.17	\$	574.78	\$ 1,368.95
11/15/24	10/01-10/31/24	\$	6,402.02	\$	(256.12)	\$	(122.92)	\$ -	\$	6,022.98	\$	3,494.13	\$	2,528.85	\$ 6,022.98
11/19/24	11/01-11/07/24	\$	35,211.11	\$	(1,408.45)	\$	(676.05)	\$ -	\$	33,126.61	\$	19,217.82	\$	13,908.79	\$ 33,126.61
11/21/24	1% Adj	\$	(11,779.72)	\$	-	\$	-	\$ -	\$	(11,779.72)	\$	(6,833.80)	\$	(4,945.92)	\$ (11,779.72)
11/26/24	11/18-11/15/24	\$	9,603.03	\$	(384.11)	\$	(184.38)	\$ -	\$	9,034.54	\$	5,241.23	\$	3,793.31	\$ 9,034.54
12/6/24	11/26-11/26/24	\$	200,665.83	\$	(7,938.61)	\$	(3,854.54)	\$ -	\$	188,872.68	\$	109,571.18	\$	79,301.50	\$ 188,872.68
12/20/24	11/27-11/30/24	\$	857,870.68	\$	(34,314.90)	\$	(16,471.12)	\$ -	\$	807,084.66	\$	468,216.06	\$	338,868.60	\$ 807,084.66
12/27/24	12/1-12/15/24	\$	25,608.08	\$	(960.32)	\$	(492.96)	\$ -	\$	24,154.80	\$	14,012.99	\$	10,141.81	\$ 24,154.80
1/10/25	12/16-12/31/24	\$	16,868.41	\$	(506.00)	\$	(327.25)	\$ -	\$	16,035.16	\$	9,302.52	\$	6,732.64	\$ 16,035.16
2/3/25	10/1-12/31/24	\$	-	\$	-	\$	-	\$ 1,677.80	\$	1,677.80	\$	973.35	\$	704.45	\$ 1,677.80
2/10/25	1/1-1/31/25	\$	3,201.01	\$	(64.02)	\$	(62.74)	\$ -	\$	3,074.25	\$	1,783.47	\$	1,290.78	\$ 3,074.25
3/7/25	2/1-2/28/25	\$	7,399.82	\$	(64.02)	\$	(146.72)	\$ -	\$	7,189.08	\$	4,170.62	\$	3,018.46	\$ 7,189.08
4/11/25	3/1-3/31/25	\$	10,466.39	\$	-	\$	(209.33)	\$ -	\$	10,257.06	\$	5,950.45	\$	4,306.61	\$ 10,257.06
4/30/25	1/1-3/31/25	\$	-	\$	-	\$	-	\$ 34.48	\$	34.48	\$	20.00	\$	14.48	\$ 34.48
	Total	\$	1,162,990.96	\$	(45,973.96)	\$	(22,575.95)	\$ 1,712.28	\$1	1,096,153.33	\$	635,914.19	\$	460,239.14	\$ 1,096,153.33

	100.06%	Net Percent Collected
0		Balance Remaining to Collect

# SECTION iii



April 15, 2025

Brittany Brookes – Recording Secretary Scenic Highway CDD Office 219 E. Livingston Street Orlando, Florida 32801-1508

# RE: Scenic Highway Community Development District Registered Voters

Dear Ms. Brookes,

In response to your request, there are currently 434 voters within the Scenic Highway Community Development District. This number of registered voters in said District is as of April 15, 2025.

Please do not hesitate to contact us if we can be of further assistance.

Sincerely,

Melony M. Bell Supervisor of Elections

Melony M. Bell

Polk County, Florida

P.O. Box 1460, Bartow, FL 33831 • Phone: (863) 534-5888

PolkElections.gov

# SECTION iv

## BOARD OF SUPERVISORS MEETING DATES SCENIC HIGHWAY COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2024

The Board of Supervisors of the Scenic Highway Community Development District will hold their regular meetings for Fiscal Year 2026 on the 3<sup>rd</sup> Tuesday of each month, at the Holiday Inn—Winter Haven, 200 Cypress Gardens Blvd., Winter Haven, Florida 33880, at 10:30 a.m., unless otherwise indicated as follows:

October 21, 2025 November 18, 2025 December 16, 2025 January 20, 2026 February 17, 2026 March 17, 2026 April 21, 2026 May 19, 2026 June 16, 2026 July 21, 2026 August 18, 2026 September 15, 2026

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

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

District Manager

# SECTION V

# SECTION 1

# Scenic Highway Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2025 - September 30, 2026

# 1. Community Communication and Engagement

### **Goal 1.1: Public Meetings Compliance**

**Objective:** Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes □ No □

## **Goal 1.2: Notice of Meetings Compliance**

**Objective:** Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication. **Standard:** 100% of meetings were advertised per Florida statute on at least two

mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes □ No □

#### **Goal 1.3: Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District

Management.

**Achieved:** Yes □ No □

#### 2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

**Objective:** Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

**Measurement:** Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

**Standard:** 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes □ No □

#### **Goal 2.2: District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes □ No □

# 3. Financial Transparency and Accountability

### **Goal 3.1: Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes □ No □

#### **Goal 3.2: Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

**Measurement:** Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

**Standard:** CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes □ No □

#### Goal 3.3: Annual Financial Audit

**Objective:** Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

**Achieved:** Yes □ No □

Chair/Vice Chair:	Date:
Print Name:	
Scenic Highway Community Development Distr	ict
District Manager:	Date:
Print Name:	

Scenic Highway Community Development District

# SECTION 2

# Scenic Highway Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2024 - September 30, 2025

# 1. Community Communication and Engagement

## **Goal 1.1: Public Meetings Compliance**

**Objective:** Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes □ No □

### **Goal 1.2: Notice of Meetings Compliance**

**Objective:** Provide public notice of meetings in accordance with Florida Statutes, using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised per Florida statute on at least two

mediums (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes □ No □

#### **Goal 1.3: Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District

Management.

**Achieved:** Yes □ No □

#### 2. Infrastructure and Facilities Maintenance

Goal 2.1: Field Management and/or District Management Site Inspections

**Objective:** Field manager and/or district manager will conduct inspections per District Management services agreement to ensure safety and proper functioning of the District's infrastructure.

**Measurement:** Field manager and/or district manager visits were successfully completed per management agreement as evidenced by field manager and/or district manager's reports, notes or other record keeping method.

**Standard:** 100% of site visits were successfully completed as described within district management services agreement

Achieved: Yes □ No □

#### **Goal 2.2: District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one inspection was completed in the Fiscal Year by the district's engineer.

**Achieved:** Yes □ No □

# 3. Financial Transparency and Accountability

### **Goal 3.1: Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes □ No □

#### **Goal 3.2: Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

**Measurement:** Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

**Standard:** CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes □ No □

#### Goal 3.3: Annual Financial Audit

**Objective:** Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

**Achieved:** Yes □ No □

Chair/Vice Chair:	Date:
Print Name:	
Scenic Highway Community Development Distri	ct
District Manager:	Date:
Print Name:	

Scenic Highway Community Development District