

# Holly Hill Road East Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407-382-3256

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The following is the proposed agenda for the meetings of the Board of Supervisors and the Auditor Selection Committee for the Holly Hill Road East Community Development District, scheduled to be held **Wednesday, November 15, 2017 at 11:00 a.m. at the Offices of Cassidy Homes, 346 East Central Ave., Winter Haven, FL 33880.** Questions or comments on the Board Meeting or proposed agenda may be addressed to Jane Gaarlandt at [janeg@fishkind.com](mailto:janeg@fishkind.com) or (407) 382-3256. As always, the personal attendance of three (3) Board Members will be required to constitute a quorum.

If you would like to attend the Board Meeting by phone, you may do so by dialing:

Phone: 1-877-864-6450      Participant Code: 345750

## **PROPOSED AUDITOR SELECTION COMMITTEE MEETING AGENDA**

- Call to order & Roll Call
- A. Review of Auditing Services Proposal
- B. Ranking of Auditing Services Proposal
- Adjournment

## **PROPOSED BOARD OF SUPERVISORS' MEETING AGENDA**

### **Administrative Matters**

- Roll Call to Confirm Quorum
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board]*
- 1. **Consideration of the Minutes of the October 18, 2017 Board of Supervisors Meeting and the November 6, 2017 Continued Meeting and Auditor Selection Committee Meeting**

### **Business Matters**

- **Consideration of Recommendation of the Auditor Selection Committee**
- 2. **Consideration of Resolution 2018-02, Ratifying the Sale of the Series 2017 Bonds**
- 3. **Consideration of Disclosure of Public Financing**
- 4. **Consideration of Notice of Lien of Special Assessments, Series 2017**
- 5. **Consideration of Construction Management Agreement**
- 6. **Consideration of Resolution 2018-03, Authorizing the Boundary Amendment**
- 7. **Consideration of Boundary Amendment Funding Agreement**
- 8. **Ratification of Payment Authorization Nos. 7-9**
- 9. **Review of Monthly Financials**

### **Other Business**

Staff Reports

District Counsel

Interim Engineer

District Manager

Supervisor Requests and Audience Comments

Adjournment

**Holly Hill Road East  
Community Development District**

**AUDITOR SELECTION COMMITTEE**



**Holly Hill Road East  
Community Development District**

**Proposal**



# CRI

Helping You Shine  
*by Illuminating Solutions*



*professional services*

## PROPOSAL FOR

Holly Hill Road East Community  
Development District

November 14, 2017

### PROPOSER

Carr, Riggs & Ingram, LLC  
500 Grand Boulevard, Suite 210  
Miramar Beach, FL 32550  
(850) 837-3141



**CRI** CARR  
RIGGS &  
INGRAM

CPAs and Advisors

[CRlcpa.com](http://CRlcpa.com)

### SUBMITTED BY

K. Alan Jowers  
Engagement Partner  
[AJowers@cricpa.com](mailto:AJowers@cricpa.com)

Katie Sidrony  
Concurring Partner  
[KSidrony@cricpa.com](mailto:KSidrony@cricpa.com)





Dear Audit Selection Committee:

Carr, Riggs & Ingram, LLC (CRI) appreciates the opportunity to propose on auditing services to Holly Hill Road East Community Development District (the "District"). We are genuinely excited about the prospect of serving you and establishing a long-term relationship. We pride ourselves on getting to know our clients and illuminating solutions by providing innovative **IDEAS** to move them from compliance to providing them a competitive advantage.

**I** **nvestment in You.** We believe in developing long-term, mutually beneficial relationships and quickly demonstrating value with a fee structure and service solutions that provide immediate and continued savings. Our investment starts on "Day 1" as your assigned team begins with our proven, streamlined process that minimizes your time and disruption during the service provider change and continues throughout the relationship.

**D** **edicated Team.** CRI's team consists of more than 1,800 professionals, which allows us to tailor your service team by aligning their industry, service, and specialty skills with your needs. Our dedicated teams deliver the highest level of business acumen and knowledge to your organization; our commitment to consistent staffing allows you to maximize savings and remain focused on your needs.

**E** **quilibrium.** CRI delivers big firm expertise with small firm service. Of approximately 45,000 public accounting firms in the United States, CRI currently ranks among the top 20. Additionally, as a part of PrimeGlobal, an association of independent accounting firms, we have access to international resources as – and when – needed. Leveraging these resources while maintaining local decision-making authority means that simplified solutions are only a phone call away. And we believe that's the best of both worlds for our clients.

**A** **ctive Partner Participation.** Collectively, our partners deliver expertise derived from more than 7,500 years of business experience. With this level of talent, we thoughtfully choose a partner that aligns with your business' needs and industry. Our hands-on, working partners "show up" to convey our genuine commitment to your success. They strive to earn trusted advisor roles by digging in, proactively learning your business, and producing long-term value for you.

**S** **implified Solutions.** Our 500+ cumulative partner certifications is an impressive statistic, success is measured by translating complex concepts into client solutions. While accounting is the language of business, we're here to decipher the jargon and help you make educated



decisions. CRInnovate embraces agility and invention. The **CRI vSTAR™ process**, our inaugural initiative delivering a virtual audit, is designed to provide you with maximized efficiencies, reduced workload, and an improved experience.

We welcome the opportunity to demonstrate to you the same teamwork, expertise, innovation, and responsiveness that have made us one of the fastest growing public accounting firms in the United States. Again, we appreciate your consideration.

Sincerely,

K. Alan Jowers, CPA  
Engagement Partner



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## UNDERSTANDING & MEETING YOUR NEEDS

From the RFP, we understood your team to express the following needs, requests, and/or issues. We've detailed our proposed solutions below and are happy to discuss other related projects as they arise and upon request.

NEEDS & ISSUES		SOLUTIONS & SERVICES
Technical	The District is required to have independent audits performed on its financial statements.	Perform external audit services in accordance with auditing standards generally accepted in the United States of America (GAAS), in order to express an opinion on the District's financial statements.
Relational	The District's Board of Supervisors and management expect open and continuous communication with their CPA firm in order to avoid surprise findings at the end of the audit.	<ul style="list-style-type: none"><li>• Communicate contemporaneously and directly with management regarding the results of our procedures.</li><li>• Anticipate and respond to concerns of management and/or the Audit Committee (if/when formed).</li></ul>





## YOUR SERVICES & FEES

We value creating mutually-rewarding, long-term relationships with our clients. Our goal is to provide high quality, responsive service that yields returns far greater than your investment in our professional fees. Please find below our proposal of fees to provide the requested services for the upcoming three respective fiscal years.

SERVICE	CRI FEES		
	2017	2018	2019
Perform external audit services in accordance with auditing standards generally accepted in the United States of America (GAAS)	\$3,000	\$3,000	\$3,000

The above fee quote is based in part on the fact that the District has not yet issued bonds or other debt instruments to finance capital asset acquisition and construction. In the event the District issues such debt instruments or upon construction of major infrastructure additions, the audit fee will increase by an amount not to exceed \$3,000 per year.

### UNIQUE SAVINGS OPPORTUNITY WITH CRI

CRI offers the unique opportunity to utilize the **CRI vSTAR™ process**, our virtual audit process that combines minimal hardware, collaborative software, and cameras to allow us to perform all or part of our audit engagement virtually and in real time. **CRI vSTAR™ clients** will enjoy reduced or eliminated travel costs – which translates into savings.

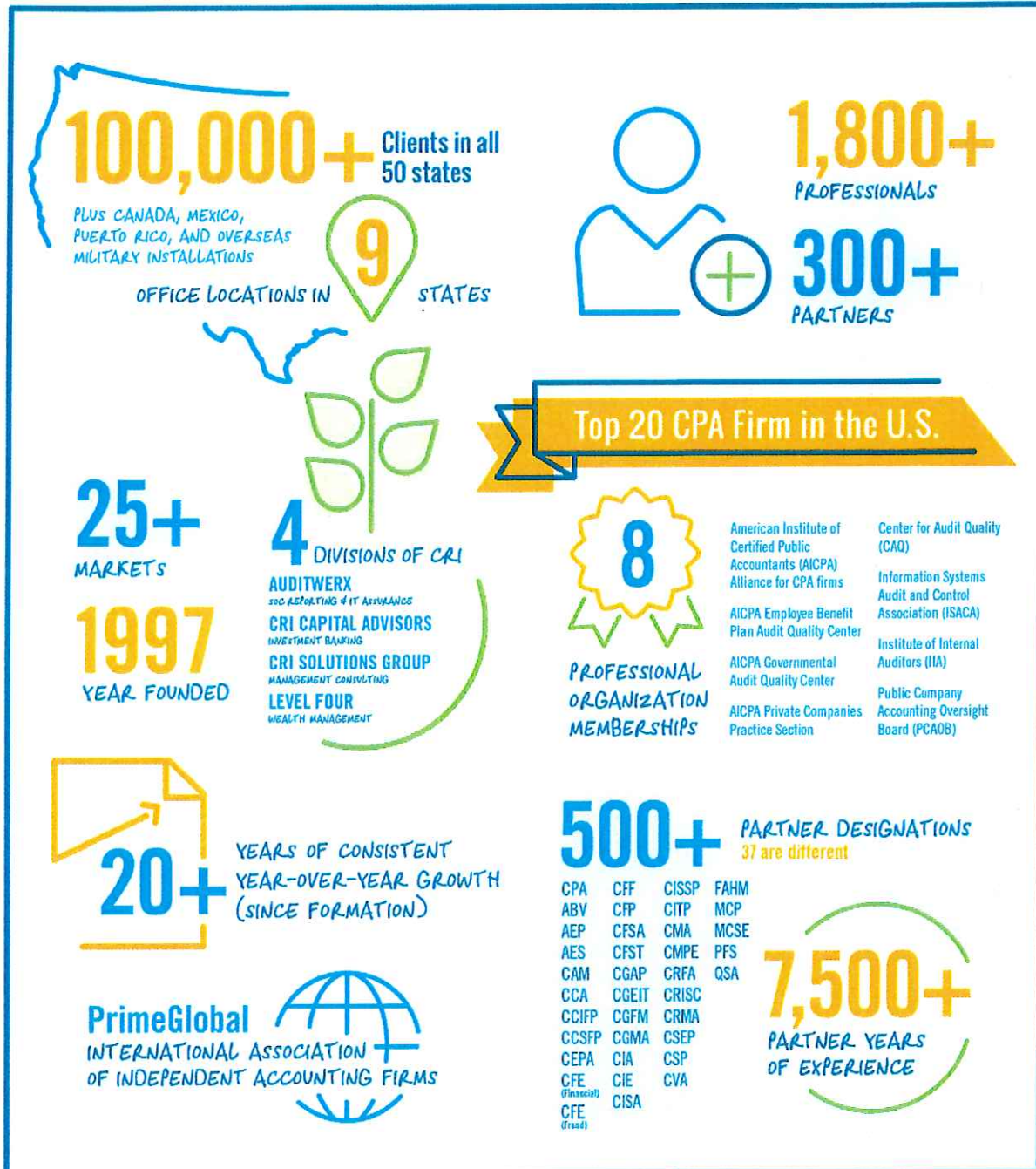
If the District requests additional services outside of this proposal, professional fee hourly rates are as follows, but may be negotiated depending on the project request:

CLASSIFICATION	HOURLY RATE
Partner	\$225
Manager	\$140
Senior	\$100
Staff	\$80
IT Specialist	\$200
Fraud Specialist	\$200

Our professional fees are based on the key assumptions that Holly Hill Road East Community Development District will:

- Make available documents and work papers for review at Holly Hill Road East Community Development District's headquarters location, although we may choose to review at alternate locations.
- Prepare certain schedules and analyses and provide supporting documents as requested.
- Assist us in obtaining an understanding of the accounting systems of the District.
- Not experience a significant change in business operations or financial reporting standards.

## FIRM PROFILE







During the 7 years we have worked with Carr, Riggs & Ingram, I have found that their team has tremendous expertise in local government financial operations. They have demonstrated a keen understanding of our risks and worked with our city officials to develop sensible solutions to mitigate those risks. Moreover, they have provided us with a number of suggested "best practices" in day-to-day operations and have helped document the way we do things. I can say without question that Carr, Riggs & Ingram has truly made a measurable difference for the City of Moultrie and its finance department. I would recommend them for any work for which they are under consideration.

— Gary McDaniel, Finance Director  
City of Moultrie, Georgia



## RELEVANT EXPERIENCE

CRI delivers a depth of resources that ensures our understanding of your challenges and innovative solutions for overcoming them. Our governmental team's 1,100+ years of combined experience is derived from providing audit and accounting outsourcing services to a client base that includes:

- 450+ governmental entity clients across the South totaling approximately \$22 billion in total revenues,
- Perform single audits for approximately 30% of all governmental clients, and
- Municipality clients of up to \$1.2 billion in total revenues.

We parlay this vast experience and derived best practices into proven solutions that benefit you. Below we share specific, relevant client references; we encourage you to consult with them.

RELATIONSHIP	TIMELINE	SERVICE DESCRIPTION	RELEVANT POINTS TO CONSIDER
Rizzetta & Company Shawn Wildermuth 3434 Colwell Avenue Suite 200 Tampa, FL 33614 813.933.5571	2006 – Present	Annual Financial Statement Audits of Multiple CDDs	<ul style="list-style-type: none"> <li>• Client service experience</li> <li>• Responsiveness to client needs</li> <li>• Long-term relationship</li> <li>• CDD management co.</li> </ul>
GMS, LLC Dave DeNagy 14785 Old St. Augustine Road, Suite 4 Jacksonville, FL 32258 904.288.9130	2006 – Present	Annual Financial Statement Audits of Multiple CDDs	<ul style="list-style-type: none"> <li>• Client service experience</li> <li>• Responsiveness to client needs</li> <li>• Long-term relationship</li> <li>• CDD management co.</li> </ul>
Wrathell, Hunt & Associates, LLC Jeffrey Pinder 2300 Glades Road Suite 410W Boca Raton, FL 33431 561.571.0010	2006 – Present	Annual Financial Statement Audits of Multiple CDDs	<ul style="list-style-type: none"> <li>• Client service experience</li> <li>• Responsiveness to client needs</li> <li>• Long-term relationship</li> <li>• CDD management co.</li> </ul>
Fishkind & Associates Jennifer Glasgow 12051 Corporate Blvd. Orlando, FL 32817 407.382.3256	2007 – Present	Annual Financial Statement Audits of Multiple CDDs	<ul style="list-style-type: none"> <li>• Client service experience</li> <li>• Responsiveness to client needs</li> <li>• Long-term relationship</li> <li>• CDD management co.</li> </ul>



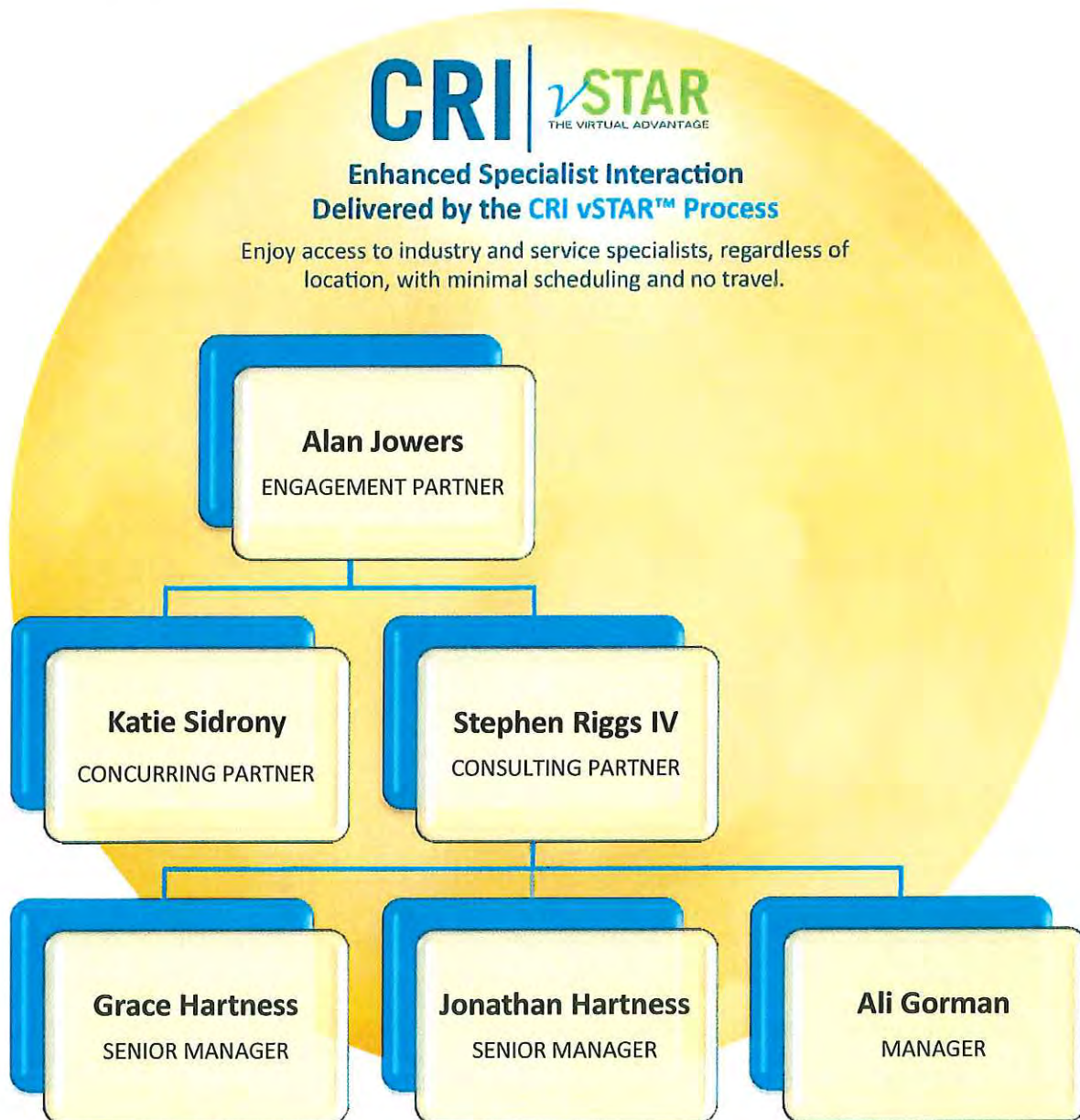
For an example of our team's expertise, watch a CRI video blog by partner Brian Barksdale discussing [Government-Wide Statement of Activities](#). Just snap this QR code with your mobile phone to download or visit [CRIcpa.com](http://CRIcpa.com) to view one of our 100+ videos.

## YOUR SOLUTION TEAM



We have assembled a team of professionals who will ensure the highest level of personal dedication and professional excellence to you. Our team delivers exceptional services through a balanced blend of skills (service-driven, industry-specific, technical, and business) and experience that we know are important to you.

Brief profiles of each member of the team identified below follow on subsequent pages.





## YOUR SOLUTION TEAM



**K. Alan Jowers**  
Engagement Partner

(850) 837-3141 phone

[AJowers@cricpa.com](mailto:AJowers@cricpa.com)

### Representative Clients

- Santa Rosa County District School Board
- City of Crestview, Florida
- Okaloosa Gas District
- Santa Rosa Island Authority
- Okaloosa County District School Board
- Celebration Community Development District
- Hammock Bay Community Development District
- Amelia National Community Development District

### Experience

Alan has over 20 years' experience in public accounting, primarily on financial statement assurance engagements. His practice includes audits, reviews and compilations of local governmental entities, condominium and homeowner associations, non-profit organizations and nonpublic companies. He currently has direct engagement responsibility for over 50 audits of local governmental entities, including cities, county school boards, utility districts and Florida community development districts.

Alan is licensed to practice as a certified public accountant in Florida and Georgia. He is a member of the Board of Directors of the Florida Institute of Certified Public Accountants (FICPA). In addition, he is a member of the FICPA's State and Local Governmental Committee and is a past chair of its Common Interest Realty Association Committee. He is also active in the Panhandle Chapter of the Florida Governmental Finance Officers Association (FGFOA) and is a former member of the FGFOA's statewide Technical Resource Committee.

### Education, Licenses & Certifications

- Masters of Accountancy, University of Alabama
- BS, Accounting, Florida State University
- Certified Public Accountant

### Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA) – member of the Board of Governors
- Governmental Finance Officers Association (GFOA)
- Florida Governmental Finance Officers Association (FGFOA) – member of Technical Resource Committee



## YOUR SOLUTION TEAM



**Katie Sidrony**  
Concurring Partner

(850) 837-3141 phone

[KSidrony@cricpa.com](mailto:KSidrony@cricpa.com)

### Representative Clients

- Community Development Districts
- Condominium and Homeowner Associations
- County and Local Governments
- Non-Profit Organizations
- Privately-held corporations

### Experience

Katie has over 10 years accounting and audit experience with CRI. She is in-charge of fieldwork on audits of clients in a variety of industries including governmental entities, condominium and homeowner associations, non-profit organizations and privately-held corporations.

Katie is licensed to practice as a certified public accountant in Florida. She is a member of the Florida Institute of Certified Public Accountants and exceeds all continuing professional education requirements related to Government Auditing Standards.

Katie currently supervises engagements for many special districts in the State of Florida including community development districts, fire districts, utility districts and school districts. She is active in our firm's condominium and homeowner association practice.

### Education, Licenses & Certifications

- Master of Business Administration, Troy University
- BSBA, Professional Accountancy, University of West Florida
- Certified Public Accountant
- Community Association Manager (CAM), Licensed in Florida

### Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)

## YOUR SOLUTION TEAM



Stephen Riggs, IV  
Consulting Partner

(850) 837-3141 phone

SCRiggs@cricpa.com

### Representative Clients

- Bainebridge CDD
- CFM CDD
- Gramercy Farms CDD
- Heritage Harbour North CDD
- River Hall CDD
- Tern Bay CDD
- Waterlefe CDD
- City of Key West, Florida – Internal Audit and Forensic
- Okaloosa County Sheriff's Office
- Bahama Conch Community Land Trust – Internal Audit and Forensic

### Experience

Stephen has over 13 years accounting and audit experience, including three years with the international public accounting firm, Ernst & Young, LLP. His experience includes numerous clients in industries including governmental, not-for-profit, healthcare, SEC and privately held corporations.

Stephen is licensed to practice as a certified public accountant in Florida. He is a member of the State and local Governmental section of the Florida Institute of Certified Public Accountants and exceeds all continuing professional education requirements related to *Government Auditing Standards*.

He is currently a partner on engagements for many special districts in the State of Florida, including community development districts, fire districts and school districts. In addition to his public accounting experience, Stephen has served on the Board of Directors for a Community Development District and a non-profit organization.

### Education, Licenses & Certifications

- Masters of Accountancy, University of West Florida
- BA, Economics, University of Florida
- Certified Public Accountant

### Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Past President, Emerald Coast Chapter of Florida Institute of Certified Public Accountants (FICPA)



## YOUR SOLUTION TEAM



Grace Hartness  
Senior Manager

(850) 837-3141 phone

GHartness@cricpa.com

### Representative Service Areas

- Community Development Districts
- Condominium and Homeowner Associations
- Utility Services
- School Districts
- County and Local Governments
- Non-Profit Organizations

### Experience

Grace has over 10 years accounting and audit experience with CRI. She has worked on several major construction companies, government entities, community development districts, condominium and homeowner associations and non-profit organizations. In addition, she has been involved in special audit projects for the Miami-Dade Airport Authority.

Grace is licensed to practice as a certified public accountant in Florida and exceeds all continuing professional education requirements related to Government Auditing Standards. In addition, Grace fluently speaks several languages including French and Arabic.

Grace currently supervises engagements for many special districts in the State of Florida including community development districts and school districts. She is active in our firm's condominium and homeowner association practice.

Grace started with CRI in August 2006, upon completion of her master's degree, and was promoted to manager in 2011.

### Education, Licenses & Certifications

- MAcc, Accounting, University of West Florida
- Certified Public Accountant
- Community Association Manager (CAM), Licensed in Florida

### Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Accounting & Financial Women's Alliance (AFWA)



## YOUR SOLUTION TEAM



**Jonathan Hartness**  
Senior Manager

(850) 837-3141 phone

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### Representative Service Areas

- Community Development Districts
- Condominium and Homeowner Associations
- Non-Profit Organizations

### Experience

Jonathan has over 10 years' auditing and accounting experience with CRI. He is an audit manager with primary responsibility for fieldwork and reporting on audits of clients in a variety of industries including local governments, condominium and homeowner associations, and small businesses. He is currently the audit manager for approximately 20 community development districts and works with several CDD management companies in the State of Florida.

Jonathan is licensed to practice as a Certified Public Accountant in Florida. He is a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants. He exceeds all continuing professional education requirements related to *Government Auditing Standards*.

Jonathan currently supervises engagements for many governmental entities in the State of Florida including community development districts. He is active in our firm's governmental industry line as well as our condominium and homeowner association practice. Jonathan is an integral part of our community development district practice.

### Education, Licenses & Certifications

- MAcc, Accounting, University of West Florida
- Certified Public Accountant
- Community Association Manager (CAM), Licensed in Florida

### Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)

## YOUR SOLUTION TEAM



**Ali Gorman**  
Manager

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### Representative Service Areas

- Community Development Districts
- Condominium and Homeowner Associations
- Utility Services
- School Districts
- County and Local Governments
- Non-Profit Organizations

### Experience

Ali has over nine years auditing and accounting experience in both the Tallahassee and Destin offices of CRI. She is an audit manager with primary responsibility for fieldwork and reporting on audits of clients in a variety of industries including local governmental and non-profit entities as well as financial institutions and commercial businesses. She is currently the audit manager for over 25 community development districts, and works with several CDD management companies in the State of Florida.

Ali is licensed to practice as a Certified Public Accountant in Florida. She is a member of the American Institute of Certified Public Accountants and the Florida Institute of Certified Public Accountants. She exceeds all continuing professional education requirements related to *Government Auditing Standards*.

Ali currently supervises engagements for many governmental entities in the State of Florida including community development districts, municipalities, utility districts, and other special governments. She is active in our firm's governmental industry line as well as the condominium and homeowner association practice. In addition, Ali has accumulated experience throughout her career in Federal and Florida Single Audit Acts compliance monitoring and auditing. Ali has performed many single audits of federal grants under OMB Circular A-133.

### Education, Licenses & Certifications

- BS, Accounting, Florida State University
- Certified Public Accountant
- Community Association Manager (CAM), Licensed in Florida

### Professional Affiliations

- American Institute of Certified Public Accountants (AICPA)
- Florida Institute of Certified Public Accountants (FICPA)
- Governmental Finance Officers Association (GFOA)







## DELIVERING QUALITY TO YOU



### AUDIT METHODOLOGY

Our audit, tax, consulting, and client accounting services documentation is maintained electronically. Compliance with our methodology is regularly reviewed and evaluated as part of our internal quality program, which is further discussed in this section under **INTERNAL QUALITY CONTROL REVIEWS AND EXTERNAL REVIEWS**. Comprehensive policies and procedures governing all of our practices and addressing professional and regulatory standards and implementation issues are constantly updated for new professional developments and emerging issues. See Pages 23 - 26 for a more detailed description of the relevant approach and methodology.

### ENGAGEMENT QUALITY REVIEW PARTNER (CONCURRING PARTNER)

Each audit has an assigned engagement quality review (EQR) partner with the appropriate experience. This role is one of the most important elements of our quality assurance process, as it provides for a timely, independent review of all key accounting and auditing issues. The EQR partner also reviews the financial statements and related supporting documentation—including the disclosures—to evaluate their fair presentation under accounting principles generally accepted in the United States of America (GAAP).

### INTERNAL QUALITY CONTROL REVIEWS AND EXTERNAL REVIEWS

Experienced partners and professional staff of our firm conduct quality control reviews of our audits. Our partners' work is reviewed annually, and the inspection process includes periodic testing of the effectiveness of our quality controls and a continuous improvement program.

Peer reviews are performed every three years by another independent public accounting firm. The most recent review of our firm was performed in 2013 by EideBailly, whose report was the most favorable possible.

In addition, we are registered with the PCAOB and our 2006, 2009, and 2012 PCAOB external inspection reports were also the most favorable possible—no audit deficiencies. The 2012 PCAOB report can be viewed at [http://pcaobus.org/Inspections/Reports/Documents/2013 Carr Riggs Ingram LLC.pdf](http://pcaobus.org/Inspections/Reports/Documents/2013_Carr_Riggs_Ingram_LLC.pdf).

## THE CRI vSTAR™ PROCESS

### FREQUENTLY ASKED QUESTIONS

#### Is the CRI vSTAR™ process secure?

Yes. Three points of focus are:

1. All sessions are encrypted using TLS.
2. All recordings are maintained on encrypted CRI recordings.
3. It eliminates your need to potentially supply user credentials to your auditor.

#### What are the set-up requirements?

Internet connection and installation of the GoToMeeting App (license provided by CRI) plus:

- For group meetings, TV or projector with HDMI input plus approximately 20 minutes for CRI vSTAR™ kit set-up.

- For one-to-one meetings, a device with sound – and preferably a camera.

#### How does session scheduling work for the CRI vSTAR™ process?

The process utilizes widely accepted calendaring tools – such as Microsoft Outlook – to schedule audit procedures.

### REASONS TO CHOOSE

CRI'S VIRTUAL SMART TECH AUDITS & REVIEWS

1



#### INCREASES TIME EFFICIENCIES

Efficiently scheduled procedures and testing reduce the time your team is "on hold." Technology effectively serves clients with multiple locations and/or remote employees.

2



#### REDUCES TRAVEL COSTS

Virtually performed procedures minimize travel costs.

3



#### ENHANCES SPECIALIST INTERACTION

Enjoy access to industry and service specialists, regardless of location, with minimal scheduling and no travel.

4



#### MINIMIZES CLIENT TRAINING CRI STAFF

CRI staff members can access prior years' virtual audit recordings for training.

5



#### EASES EVIDENCE GATHERING BURDEN

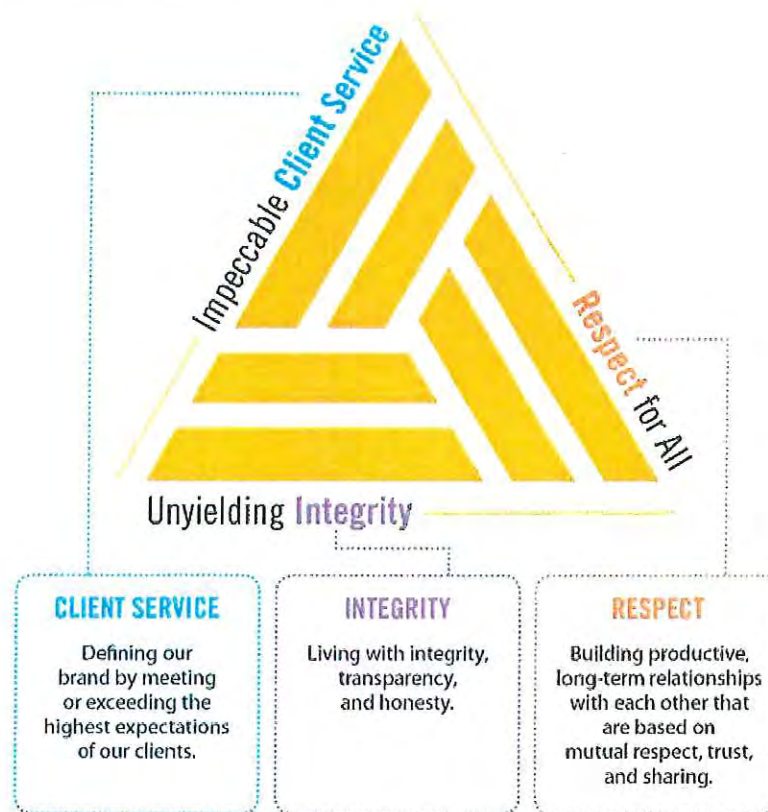
Evidence (e.g. screen shots) from walk-throughs and other procedures are captured, mitigating your "homework."





## SHARING CRI'S VALUES WITH YOU

We are proud of our hands-on, service-centric, and results-oriented approach. Combining that approach with quality controls and superior talent allows us to help you achieve your goals and strengthen your management systems and processes. This approach is further emphasized through our three core values which guide our team's behavior and function as the foundation for interactions with our clients and each other.





## TRANSITIONING YOU

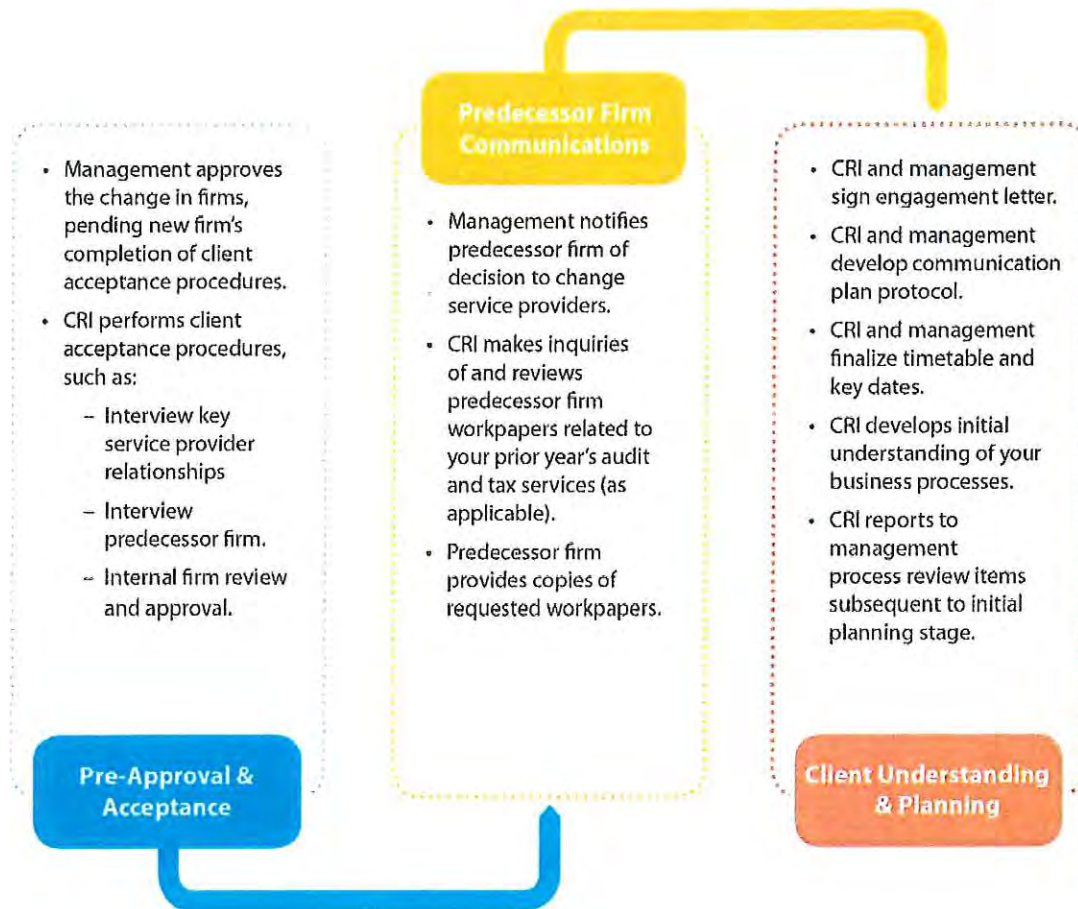
When choosing to change firms, the time involved in working with new accounting professionals is often a concern. CRI's well-defined efficient, seamless transition process is designed to:

- Provide you with value from the very first encounter,
- Avoid interruption of service,
- Minimize disruption and investment of management's time,
- Raise the standard of service, and
- Establish ongoing channels of communication with Holly Hill Road East Community Development District's management.

The transition plan is comprised of the following key activities and can occur within approximately two weeks, depending on the availability of the parties involved:

"As a CPA and former auditor myself, I know that changing auditors can often be difficult and time consuming due to learning curves and new processes. Fortunately, I quickly found that CRI's partners and staff make the transition simple and relatively painless. The significant involvement of the firm's partners is one of the main reasons for this result. CRI's partners are responsive to our needs and professionally handle the entire engagement from beginning to end."

*Ed Oliphant, Chief Financial Officer  
Regional Transportation Authority*



## JOINING OUR CONVERSATION



### WEBSITE

CRI shines a light on best practices via thousands of articles, videos, informative charts, and descriptive testimonials. With sections dedicated to illuminating insights by industries and services, our easy-to-navigate website highlights trending topics that detail new standards, changing regulations, and other current business topics. From cybersecurity to the new revenue recognition standard, we are ready to proactively answer your questions.



### CRInsights

CRInsights are your doorway to in-depth yet down-to-earth explanations of complex topics. We understand that just because a topic makes perfect sense to a CPA doesn't mean that it should to our clients.

- The Busy CFO & Controller's Toolkit for Successfully Implementing the New Revenue Recognition Standard
- 6 Key Ways to Strengthen Your Cybersecurity Posture
- Back to Basics: 5 Key Financial Considerations for Construction Companies
- The Not-for-Profit's Guide to Fraud Prevention



### NEWSLETTER

Our team is dedicated to keeping our clients informed, and we prove it by creating a custom monthly e-newsletter with widely-applicable topics. The articles are designed to help you improve your business and personal finances. Popular topics include:

- 3 Things To Improve Business Operations Immediately
- Financial Statement Audits Aren't Designed to Identify Fraud
- Are You a Big "Phish?" Protect from Cybersecurity Whaling Attacks
- You Might Have Money Hiding In Plain Sight

Sign up at [CRlcpa.com](http://CRlcpa.com).



## CRI AUDIT FRAMEWORK

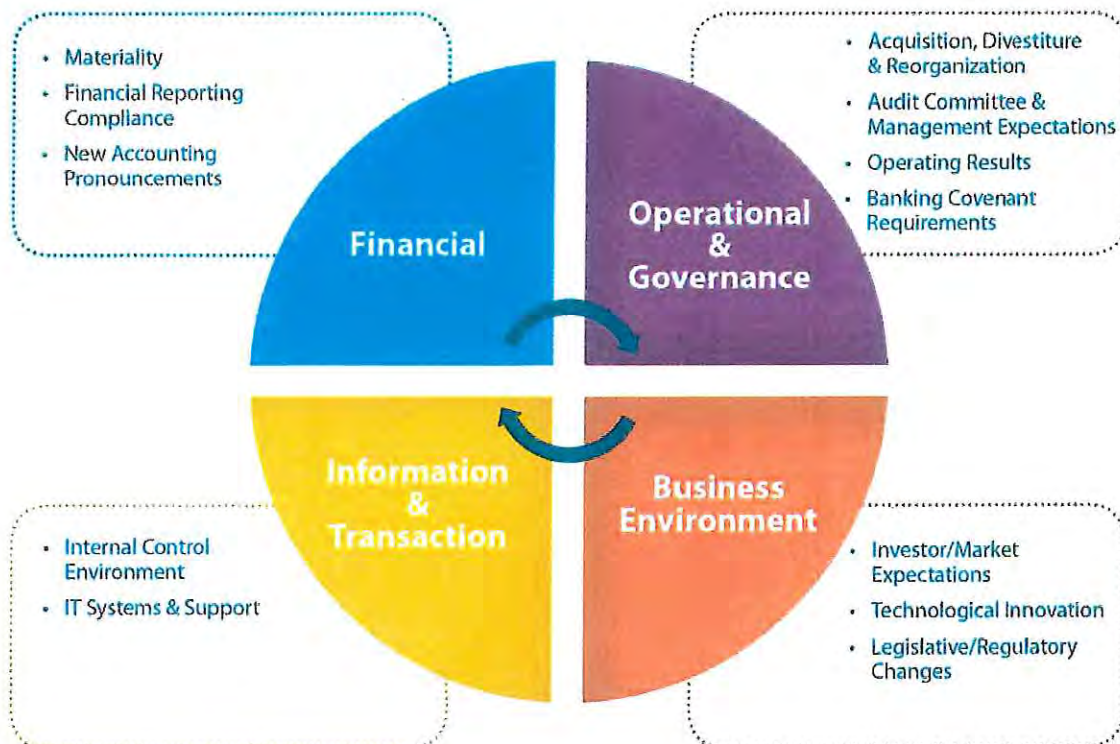


Our proposed services require a coordinated effort between us and Holly Hill Road East Community Development District's team. Planning and continual communication are essential to developing the appropriate procedures, working collaboratively to resolve any identified issues, and meeting your timelines.

CRI's audit approach occurs within a framework of our client's business and industry; therefore, we assess risk by:

- Understanding management's perspectives and goals, and
- Considering business conditions and threats that could prevent management from achieving its business objectives.

We assess risks in the following areas:





Our ultimate intent is to drill down from these broad risks to specific financial reporting risks. We understand both these risks and management's processes and procedures for mitigating them (i.e. internal controls) in order to develop our procedures to carry out our audit responsibilities.

Although our audits are conducted through a structured, risk-based model, we focus on understanding the client's needs, requirements, and expectations. We work collaboratively with management and the Audit Committee (or similar function) to develop a communication and work plan to continuously improve client service, by doing so we help in moving your team from simple **compliance** to providing you with a **competitive advantage**.

In planning, we concentrate on "key risks," (items with a greater risk of a material misstatement, a material weakness in internal controls, or other matters resulting in the issuance of an inappropriate audit report). We focus on "material" items (i.e. those items that would be important to the user of your financial statements). When evaluating materiality of identified misstatements, certain quantitative and qualitative factors must be considered—which may include:

- Impact on operating trends (revenue/income, expenses, net income, etc).
- Nature of the misstatement (i.e., did the misstatement result from an unlawful transaction?).
- Impact on liquidity, capital/surplus, earnings capacity, etc.
- Impact to loan covenants and contractual and regulatory requirements.

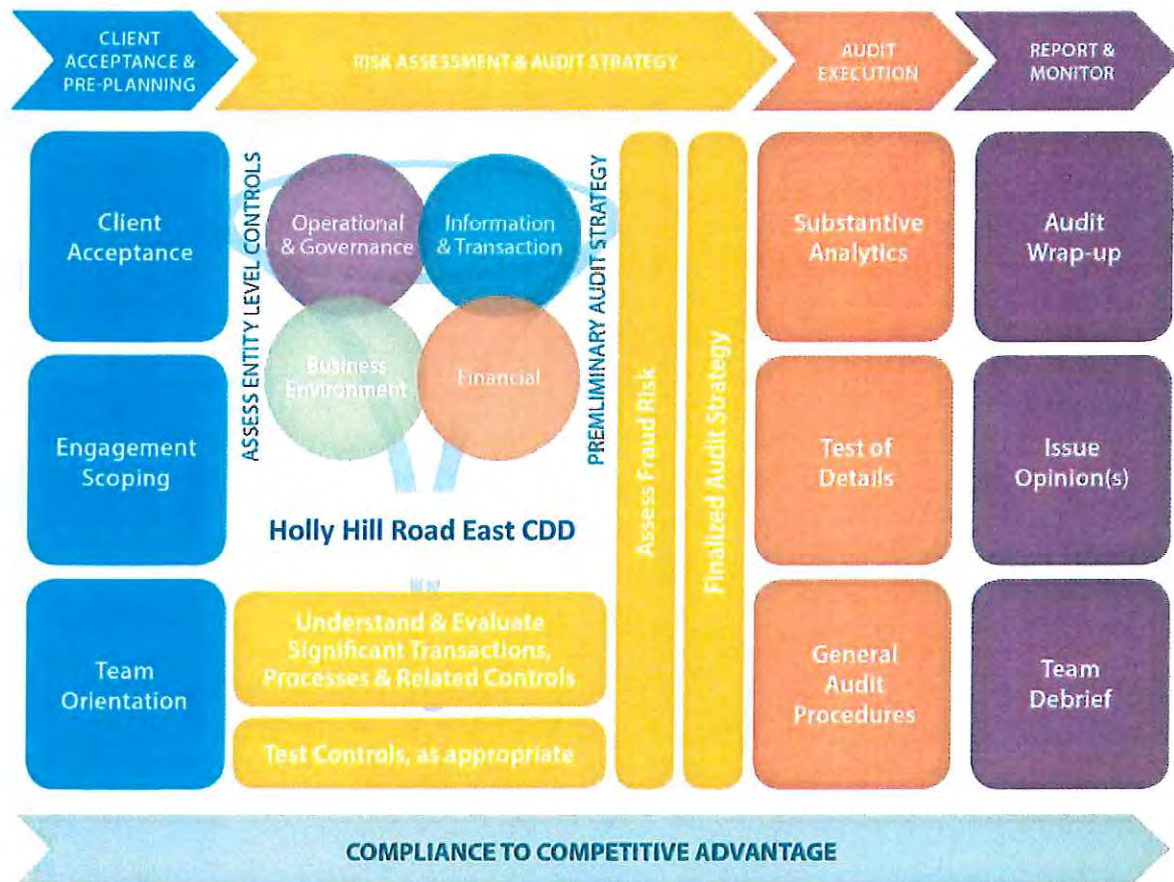
Consistent communication is a key to completion of the audit. By ensuring constant involvement, we are in a better position to respond to your issues timely and efficiently. Therefore, we plan to meet with your management to:

- Set-up the audit by reviewing the mapping of Holly Hill Road East Community Development District's financial information (financial statements and notes) to significant processes and IT systems to ensure that all significant account balances, transactions, procedures, and systems are tested as deemed necessary.
- Discuss ongoing changes—specifically new accounting pronouncements and key business transactions in their early stages, enabling us to agree on the resolution of various complex business issues on a timely basis.



## CRI AUDIT APPROACH

Our audit approach is a four stage approach, as depicted in the summary below. Our client acceptance and risk assessment procedures (as noted on the previous page) occur during detailed conversations and observations with your team. The results of those procedures allow us to tailor an audit program to your specific risks and needs. We then execute the audit, report the results, and evaluate continuous improvement opportunities for ongoing service and benefit to you.





## CRI AUDIT APPROACH

### Stage 1: Client Acceptance & Pre-planning

- Perform client acceptance procedures where necessary.
- Collaborate with management to agree to expectations and scope.
- Assign appropriate staff to engagement based on client needs and assessed risk.

### Stage 2: Risk Assessment & Audit Strategy

- Interview client personnel and others, as necessary to understand client-specific objectives and risks.
- Assess environmental and other external risks and potential impact on the audit planning.
- Assess entity level controls including: control environment, risk assessment, information & communication, and monitoring controls.
- Assess management's fraud and IT risk assessment models. Develop independent fraud and IT risk assessment.
- Assess IT General Computer (ITGC) controls, such as IT Environment, Developing & Delivering IT, and Operating IT & Monitoring IT.
- Assess materiality.
- Perform preliminary analytical procedures.
- Map financial statements to significant transactions, processes, IT systems and related controls.
- Develop understanding of significant processes and related controls.
- Determine existence of/reliance on SSAE 16 (formerly SAS 70(s)).
- Test controls including ITGC, as and if deemed appropriate. Tests will include a mix of:
  - Inquiry,
  - observation,
  - examination and
  - re-performance.
- Determine reliance on Internal Audit, if applicable (e.g. controls or detailed tests).
- Determine reliance on specialist(s), if applicable (e.g. valuations, pension costs, etc.).
- Finalize risk assessments and develop final audit strategy.

### Stage 3: Audit Execution

- Where possible, develop detailed analytical procedures to use as substantive tests to reduce tests of details. Examples include:
  - ratio analysis,
  - regression analysis,
  - trend analysis,
  - predictive tests or
  - reasonableness tests.
- Where possible utilize Computer-Assisted Audit Techniques (CAATs), such as IDEA or ACL to automate testing for more coverage and less disruption to the client.
- Where possible, perform targeted testing (also known as "coverage" testing) of account balances to tests large portions of account balances.
- Perform tests of details, including sampling, if applicable or necessary.
- Perform general audit procedures, as and if applicable, such as tests related to:
  - commitments and contingencies,
  - legal letters,
  - management representations,
  - reviews of Board minutes,
  - related party transactions,
  - debt covenants and
  - going concern.
- Perform other tests for compliance such as Yellow Book or Single Audit Tests.

### Stage 4: Report & Monitor

- Continually monitor the audit and provide feedback as agreed during scoping or more frequently, as deemed appropriate.
- Conclude the audit (i.e. issue opinions and/or reports).
- Develop and present required communications, including management letter comments.
- Perform an internal team de-briefing to identify areas for improvement.
- Welcome the opportunity for an external de-briefing with our clients to improve.



## APPENDIX A – PEER REVIEW



### System Review Report

January 31, 2014

To the Partners of Carr, Riggs & Ingram, LLC  
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Carr, Riggs & Ingram, LLC (the firm) applicable to non-SEC issuers in effect for the year ended June 30, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans, and audits performed under FDICIA.

In our opinion, the system of quality control for the accounting and auditing practice of Carr, Riggs & Ingram, LLC applicable to non-SEC issuers in effect for the year ended June 30, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Carr, Riggs & Ingram, LLC has received a peer review rating of *pass*.

Eide Bailly LLP

[www.eidebailly.com](http://www.eidebailly.com)

800 Nicollet Mall, Ste. 1300 | Minneapolis, MN 55402-7033 | T 612.253.0500 | F 612.253.0500 | EOE

## APPENDIX B – RFP DOCUMENTS



### **Holly Hill Road East Community Development District Request for Proposals for Annual Audit Services**

The Holly Hill Road East Community Development District hereby requests proposals for annual financial auditing services. The proposals must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2017, with an option for two additional annual renewals [three years total]. The District is a local unit of special-purpose government created pursuant to Chapter 190 of the Florida Statutes for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Polk County. The District currently has an annual operating budget of approximately \$180,000, exclusive of debt service. The District intends to issue bonds with a par value of \$4,160,000 during its 2017-2018 fiscal year.

The Auditing entity submitting a proposal must be duly licensed under Chapter 473, Florida Statutes and be qualified to conduct audits in accordance with "Governmental Auditing Standards", as adopted by the Florida Board of Accountancy Audit shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposals packages, which include additional qualification requirements, evaluation criteria and instructions to proposers are available from the District's Management Advisory Company at the address and telephone number listed below.

Proposers must provide ten (10) copies of their proposals to Fishkind & Associates, Inc. Attn: Holly Hill Road East CDD Auditing Services, 12051 Corporate Blvd., Orlando, Florida, Telephone (407) 382-3256, in an envelope marked on the outside "Auditing Services, Holly Hill Road East Community Development District." Proposals must be received by 12:00 noon on Tuesday, November 14, 2017, at the offices listed above.

Fishkind & Associates, Inc.  
District Manager



## APPENDIX B – RFP DOCUMENTS



### **HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year Ending  
September 30, 2017  
Polk County, Florida**

#### **INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than Tuesday, November 14, 2017 at 12:00 noon, at the offices of Fishkind & Associates, Inc., District Manager, located at 12051 Corporate Boulevard, Orlando Florida 32817. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit ten (10) copies of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title Auditing Services – Holly Hill Road East Community Development District on the face of it.

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation

## APPENDIX B – RFP DOCUMENTS



Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of District's limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** The proposal submitted shall be for the District's fiscal year 2017 audit, with an option to renew for fiscal years 2018 and 2019. Each year, the audit must be completed, accepted by the Board, and transmitted to the State within nine months of the end of the fiscal year. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Indicate the name and number of special districts for which Proposer has provided auditing services over the last three years. Please indicate which districts Proposer is under contract for auditing services for fiscal years 2016 and 2017.
- D. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- E. The lump sum cost of the provision of services under the proposal, plus the lump sum cost of two (2) annual renewals



## APPENDIX B – RFP DOCUMENTS



**SECTION 13. PROTESTS.** Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to protest the Proposal Documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

## APPENDIX B – RFP DOCUMENTS



### AUDITOR SELECTION EVALUATION CRITERIA

1. *Ability of Personnel.* (20 Points)

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer's Experience.* (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current independent special district(s) in other contracts; character, integrity, reputation of respondent, etc.)

3. *Understanding of Scope of Work.* (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

4. *Ability to Furnish the Required Services.* (20 Points)

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. *Price.* (20 Points)

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.



1.  $\frac{1}{2} \log \frac{1}{2}$

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16.  $\frac{1}{2} \log \frac{1}{2}$

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18.  $\frac{1}{2} \log \frac{1}{2}$

19.  $\frac{1}{2} \log \frac{1}{2}$

# **Holly Hill Road East Community Development District**

## **Ranking**



**Holly Hill Road East Community Development District  
Request for Proposals for Annual Audit Services**

The Holly Hill Road East Community Development District hereby requests proposals for annual financial auditing services. The proposals must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2017, with an option for two additional annual renewals [three years total]. The District is a local unit of special-purpose government created pursuant to Chapter 190 of the Florida Statutes for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Polk County. The District currently has an annual operating budget of approximately \$180,000, exclusive of debt service. The District intends to issue bonds with a par value of \$4,160,000 during its 2017-2018 fiscal year.

The Auditing entity submitting a proposal must be duly licensed under Chapter 473, Florida Statutes and be qualified to conduct audits in accordance with "Governmental Auditing Standards", as adopted by the Florida Board of Accountancy. Audit shall be conducted in accordance with Florida Law and particularly Section 218.39, Florida Statutes, and the rules of the Florida Auditor General.

Proposals packages, which include additional qualification requirements, evaluation criteria and instructions to proposers are available from the District's Management Advisory Company at the address and telephone number listed below.

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Fishkind & Associates, Inc.  
District Manager

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year Ending  
September 30, 2017  
Polk County, Florida**

**INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than **Tuesday, November 14, 2017 at 12:00 noon**, at the offices of **Fishkind & Associates, Inc., District Manager**, located at **12051 Corporate Boulevard, Orlando Florida 32817**. Proposals will be publicly opened at that time.

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**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation



Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

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**SECTION 12. MISCELLANEOUS.** The proposal submitted shall be for the District's fiscal year 2017 audit, with an option to renew for fiscal years 2018 and 2019. Each year, the audit must be completed, accepted by the Board, and transmitted to the State within nine months of the end of the fiscal year. All proposals shall include the following information in addition to any other requirements of the proposal documents.

- A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
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- C. Indicate the name and number of special districts for which Proposer has provided auditing services over the last three years. Please indicate which districts Proposer is under contract for auditing services for fiscal years 2016 and 2017.
- D. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- E. The lump sum cost of the provision of services under the proposal, plus the lump sum cost of two (2) annual renewals

**SECTION 13. PROTESTS.** Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to protest the Proposal Documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.



## AUDITOR SELECTION EVALUATION CRITERIA

**1. Ability of Personnel. (20 Points)**

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer's Experience.* (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current independent special district(s) in other contracts; character, integrity, reputation of respondent, etc.)

3. *Understanding of Scope of Work.* (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4. Ability to Furnish the Required Services. (20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

5. *Price.* (20 Points)

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.



**Holly Hill Road East  
Community Development District**

**Minutes**



## **MINUTES OF MEETING**

### ***HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT***

### ***BOARD OF SUPERVISORS' MEETING***

***Wednesday October 18, 2017 at 11:00 a.m.***

***Offices of Cassidy Homes***

***346 East Central Ave.,***

***Winter Haven, Florida 33880***

Board Members present at roll call:

Rennie Heath	Board Member	
Scott Shapiro	Board Member	
Andrew Rhinehart	Board Member	
John Mazuchowski	Board Member	
Lauren Schwenk	Board Member	(via phone)

Also, Present:

Jane Gaarlandt	Fishkind & Associates, Inc.	
Joe MacLaren	Fishkind & Associates, Inc.	(via phone)
Roy Van Wyk	Hopping Green & Sams, P.A.	(via phone)

### **FIRST ORDER OF BUSINESS**

### **Call to Order and Roll Call**

The meeting was called to order at 11:00 a.m. Those in attendance are outlined above.

### **SECOND ORDER OF BUSINESS**

### **Public Comment Period**

There were no members of the public present.

### **THIRD ORDER OF BUSINESS**

### **Consideration of the Minutes of the September 20, 2017 Board of Supervisors' Meeting**

The Board reviewed the minutes of the September 20, 2017 Board of Supervisors' Meeting.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved the Minutes of the September 20, 2017 Board of Supervisors' Meeting.

**FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2018-01, Supplemental Assessment Resolution**

Mr. Van Wyk stated that District staff has not yet gotten the final numbers for this and recommended that the Board continue today's meeting to November 6, 2017.

**FIFTH ORDER OF BUSINESS**

**Ratification of Payment Authorization Nos. 4-6**

These have already been approved and funded and just needs to be ratified by the Board.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board ratified Payment Authorization Nos. 4-6.

**SIXTH ORDER OF BUSINESS**

**Review of Monthly Financials**

There was no action required by the Board.

Ms. Gaarlandt noted that the Auditor Selection Committee Meeting will be scheduled for November 6, 2017 to authorize the RFP.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**District Counsel –** Mr. Van Wyk requested the Board's authorization to work with the North Boulevard Community Development District in obtaining an appraisal for the Amenity Facility site.

On MOTION by Mr. Heath, seconded by Mr. Shapiro, with all in favor, the Board authorized District Counsel to work with the North Boulevard CDD in obtaining an Appraisal for the Amenity Facility Site.

**District Engineer** – Not Present

**District Manager** – No Report

**EIGHTH ORDER OF BUSINESS**

**Supervisor Requests and Audience  
Comments**

There were no Supervisor requests or Audience comments.

**NINTH ORDER OF BUSINESS**

**Adjournment**

There were no other questions or comments. Ms. Gaarlandt requested a motion to continue the Meeting until November 6, 2017 at 11:00 at this location.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board continued the Meeting until November 6, 2017 at 11:00 a.m.

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Secretary / Assistant Secretary

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Chairman / Vice Chairman



## **MINUTES OF MEETING**

### ***HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT CONTINUED BOARD OF SUPERVISORS' MEETING***

***Monday November 6, 2017 at 11:00 a.m.***

***Offices of Cassidy Homes***

***346 East Central Ave.,***

***Winter Haven, Florida 33880***

Board Members present at roll call:

John Mazuchowski	Board Member	
Lauren Schwenk	Board Member	
Andrew Rhinehart	Board Member	
Rennie Heath	Board Member	
Scott Shapiro	Board Member	(via phone)

Also, Present:

Jane Gaarlandt	Fishkind & Associates, Inc.	
Joe MacLaren	Fishkind & Associates, Inc.	(via phone)
Roy Van Wyk	Hopping Green & Sams, P.A.	(via phone)

### **FIRST ORDER OF BUSINESS**

#### **Call to Order and Roll Call**

The meeting was called to order at 11:00 a.m. Those in attendance are outlined above.

### **SECOND ORDER OF BUSINESS**

#### **Public Comment Period**

There were no members of the public present.

### **THIRD ORDER OF BUSINESS**

#### **Consideration of Resolution 2018-01, Supplemental Assessment Resolution**

The Board reviewed Resolution 2018-01.

On MOTION by Mr. Heath, seconded by Mr. Shapiro, with all in favor, the Board approved Resolution 2018-01, Supplemental Assessment Resolution.

**FOURTH ORDER OF BUSINESS**

**Staff Reports**

**District Counsel** – No Report

**District Engineer** – Not Present

**District Manager** – No Report

**FIFTH ORDER OF BUSINESS**

**Supervisor Requests and Audience  
Comments**

There were no Supervisor requests or Audience comments.

**SIXTH ORDER OF BUSINESS**

**Adjournment**

There were no other questions or comments. Ms. Gaarlandt requested a motion to adjourn.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Board adjourned the November 6, 2017 Continued Board of Supervisors Meeting.

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Secretary / Assistant Secretary

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Chairman / Vice Chairman

## **MINUTES OF MEETING**

### ***HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT AUDITOR SELECTION COMMITTEE MEETING***

***Monday, November 6, 2017 at 11:05 a.m.***

***Offices of Cassidy Homes***

***346 East Central Ave.,***

***Winter Haven, Florida 33880***

Board Members present at roll call:

Rennie Heath	Committee Member	
John Mazuchowski	Committee Member	
Andrew Rhinehart	Committee Member	
Lauren Schwenk	Committee Member	
Scott Shapiro	Committee Member	(via phone)

Also, Present:

Jane Gaarlandt	Fishkind & Associates, Inc.	
Joe MacLaren	Fishkind & Associates, Inc.	(via phone)
Roy Van Wyk	Hopping Green & Sams, P.A.	(via phone)

### **FIRST ORDER OF BUSINESS**

### **Call to Order and Roll Call**

The meeting was called to order at 11:05 a.m. Those in attendance are outlined above.

### **SECOND ORDER OF BUSINESS**

### **Consideration of Public Announcement Requesting proposals**

Ms. Gaarlandt suggested that the Committee consider Request of Proposals to be provided so that they can be considered at the regular scheduled meeting on November 15, 2017.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Committee approved the notice for Request for Proposals.



**THIRD ORDER OF BUSINESS****Selection of Evaluation Criteria**

Ms. Gaarlandt suggested that the Committee chose the evaluation criteria to include price.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Committee Approved the Evaluation Criteria to include Price.

**FOURTH ORDER OF BUSINESS****Consideration of Instruction for Proposers**

Ms. Gaarlandt noted that this is the instructions for the proposers and the dates will be inserted. There was no action required by the Committee.

Ms. Gaarlandt adjourned the Auditor Selection Committee Meeting.

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Secretary / Assistant Secretary

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Chairman / Vice Chairman



**Holly Hill Road East  
Community Development District**

**Resolution 2018-02**



## **RESOLUTION 2018-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF \$4,160,000 HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2017 (PHASE 1 PROJECT); PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Holly Hill Road East Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, located in Polk County, Florida; and

**WHEREAS**, the District previously adopted Resolution \_\_\_\_\_, as supplemented by Resolution \_\_\_\_\_, authorizing the issuance of special assessment bonds by the District in an aggregate principal amount of \$4,160,000 (the “Series 2017 Bonds”) for the purpose of financing a portion of the acquisition and/or construction of the District’s “Series 2017 Phase 1 Project;” and

**WHEREAS**, the District closed on the issuance of the Series 2017 Bonds on November 9, 2017; and

**WHEREAS**, as prerequisites to the issuance of the Series 2017 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District staff including the District Manager, District Financial Advisor, District Counsel and Bond Counsel (“District Staff”) were required to execute and deliver various documents (the “Closing Documents”); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in closing on the issuance of the Series 2017 Bonds.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The issuance of the Series 2017 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby

declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed by the Board of Supervisors of the District.

**SECTION 2.** The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2017 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2017 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

**SECTION 3.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 4.** This Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED** this 15th day of November, 2017.

ATTEST:

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors



**Holly Hill Road East  
Community Development District**

**Disclosure of Public Financing**



Upon recording, this instrument should be returned to:

(This space reserved for Clerk)

Holly Hill Road East Community Development District  
c/o Fishkind & Associates, Inc.  
12051 Corporate Boulevard  
Orlando, Florida 32817

**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE  
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY  
THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**

**Board of Supervisors<sup>1</sup>**

**Holly Hill Road East Community Development District**

Warren (Rennie) Heath  
Chairperson

Lauren Oakley Schwenk  
Assistant Secretary

Scott Shapiro  
Vice Chairperson

Andrew Rhinehart  
Assistant Secretary

John Mazuchowski  
Assistant Secretary

Fishkind & Associates, Inc.  
District Manager  
12051 Corporate Boulevard  
Orlando, Florida 32817  
(407) 382-3256

District records are on file at the offices of Fishkind & Associates, Inc., and at the District's local records office at 346 E. Central Avenue, Winter Haven, Florida 33880 and are available for public inspection upon request during normal business hours.

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<sup>1</sup> This list reflects the composition of the Board of Supervisors as of November 15, 2017. For a current list of Board Members, please contact the District Manager's office.

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## **HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**

### **INTRODUCTION**

The Holly Hill Road East Community Development District (“**District**”) is a local unit of special-purpose government created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes*. Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well maintenance, of roadways, utilities, earthwork, stormwater management, landscape, irrigation, entry features, street lighting, underground electric, conservation and mitigation, an amenity facility, and other related public infrastructure.

**DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE  
OF IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY  
THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**

Under Florida law, community development districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the North Boulevard Community Development District and the assessments, fees and charges that may be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

**What is the District and how is it governed?**

The District is an independent special taxing district, created pursuant to and existing under the provisions of Chapter 190, *Florida Statutes* (the “Act”), and established by Ordinance No. 814, enacted by the City Commission of the City of Davenport, which was effective on July 10, 2017. The District encompasses approximately 97.22 acres of land located entirely within the boundaries of the City of Davenport, Florida. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of the State and citizens of the United States. Within ninety (90) days of appointment of the initial board, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. Elections are then held every two years in November. Commencing when both six years after the initial appointment of Supervisors have passed and the District has attained a minimum of two hundred and fifty (250) qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the District. A “qualified elector” in this instance is any person at least eighteen (18) years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Polk County. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in a local newspaper and conducted in a public forum in which public participation is permitted. Consistent with Florida’s public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State’s open meetings law and are generally subject to the same disclosure requirements as other elected officials under the State’s ethics laws.



**What infrastructure improvements does the District provide  
and how are the improvements paid for?**

The District is comprised of approximately 97.22 acres located entirely within the City of Davenport in Polk County, Florida. The legal description of the lands encompassed within the District is attached hereto as Exhibit “A.” The public infrastructure necessary to support the District’s development program includes, but is not limited to, roadways, stormwater management system facilities, water and wastewater facilities, street lighting, landscaping and irrigation, amenities and parks, and entry feature and signage. These infrastructure improvements are more fully detailed below. To plan the infrastructure improvements necessary for the District, the District adopted an Engineer’s Report for Capital Improvements, dated June 2017 (the “Engineer’s Report”), which details all of the improvements contemplated for the completion of the infrastructure of the District (the “Capital Improvement Plan”). Copies of the Engineer’s Report are available for review in the District’s public records.

These public infrastructure improvements have been and will be funded by the District’s sale of bonds. On October 2, 2017, in the Circuit Court of the Tenth Judicial Circuit of the State of Florida, in and for Polk County, Florida, entered a Final Judgment validating the District’s ability to issue an aggregate principal amount not to exceed \$18,000,000 in Special Assessment Bonds for infrastructure needs of the District.

On November 9, 2017, the District issued a series of bonds for purposes of partially financing the construction and acquisition costs of infrastructure for Phase 1 (the “Series 2017 Project”) of the Capital Improvement Plan. On that date, the District issued its Holly Hill Road East Community Development District, Special Assessment Bonds, Series 2017, in the amount of \$4,160,000 (the “Series 2017 Bonds”). Proceeds of the Series 2017 Bonds are being used to finance the cost of a portion of the acquisition, construction, installation, and equipping of the Series 2017 Project.

**Stormwater Management System**

Stormwater management facilities consisting of storm conveyance systems and retention ponds are contained within the District boundaries. Stormwater runs off via roadway and curb and gutter to storm inlets at which point storm culverts transfer the runoff into the proposed retention ponds for water quality treatment and attenuation. The stormwater systems will utilize dry retention for biological pollutant assimilation to achieve water quality treatment. The District’s stormwater management systems have been or will be designed in accordance with the applicable standards of the City of Davenport, Polk County, and the Southwest Florida Water Management District. Upon completion, the stormwater management facilities will be owned and maintained by the District.

**Roadways**

The District roadway sections will be built to an “urban” typical section consisting of 50-foot rights of way with 24-foot wide asphalt and Miami curb and gutter on each side. The

roadways will consist of stabilized subgrade, crushed concrete or cement treated base and asphalt wearing surfaces. The proposed curbs will be 2-foot wide and placed along the edge of the roadway sections for purposes of protecting the integrity of the pavement as well as provide stormwater runoff conveyance to the stormwater management facilities. Underdrain will be provided as necessary to control groundwater and protect the roadway base material. The roadways design also includes signage and pavement markings in the public rights-of-way, as well as street signs identifying street names and addressing, to be used by District residents and the public. Upon completion, the roadways will be owned and maintained by the District.

### **Water and Wastewater Facilities**

The utilities within the District will consist of a potable water system as well as a domestic wastewater collection system. The potable water system will include water mains, gate valves, fire hydrants, and appurtenances. The system will be a “looped” system and will be installed within the public rights-of-way within the District. Water service will be provided by the City of Davenport Public Utilities and will provide potable (domestic) and fire protection services which will serve the entire District. The wastewater collection system will consist of gravity sanitary sewer mains, sewer laterals, and pump station(s). The gravity sanitary sewer mains will be 8-inch diameter pipe and will be placed inside of the proposed public rights-of-way and under the roadway sections. Lateral sewer lines to serve the individual lots within the District will branch off of these primary sanitary sewer mains. Currently, one sanitary sewer pump station is anticipated for the District. Flow from the lift station will be connected to either a force main along U.S. Highway 27, or along Holly Hill Road. Reclaimed water is not available within the District. However, an irrigation well will be installed within the District to provide irrigation within the public rights-of-way. These utility improvements will be owned and maintained by the City of Davenport upon completion.

### **Entry Feature, Signage, and Landscaping**

Landscaping and irrigation is proposed throughout the District’s boundaries in rights-of-way, open space areas, and boundary buffers. Incorporated with the landscape improvements are the installation of entry features and signage throughout the District.

### **Amenities and Parks**

Recreation and park areas are to be constructed within the District. However, the main amenity facility will be constructed on lands located in Phase 2 of the District. These future amenities include a parking area, pavilion with restroom facilities, pool, and an all-purpose play field. As directed by an Interlocal Agreement, dated September 22, 2017, by and between the District and Davenport Road South Community Development District (together, the “Districts”), these amenities and parks will be jointly acquired, constructed and operated by the two Districts.

### **Assessments, Fees and Charges**

A portion of the master infrastructure improvements identified in the District's Capital Improvement Plan have been or will be financed by the District through the sale of its Series 2017 Bonds. The amortization schedules for the Series 2017 Bonds are available in the District's public records. The annual debt service obligations of the District must be defrayed by annual assessments on benefited property. Copies of the District's *Master Assessment Methodology Report*, dated September 20, 2017, as supplemented by the *Supplemental Assessment Methodology, Series 2017 Bonds*, dated October 19, 2017 (together, the "Assessment Methodology"), are available for review in the District's public records.

The Series 2017 Bonds and associated interest are payable solely from and secured by non-ad valorem special assessments levied against those lands within the District that benefit from the design, construction, and/or acquisition and operation of the District's Series 2017 Project (the "Series 2017 Debt Assessments"). The Series 2017 Debt Assessments are typically billed in the same manner as are county ad valorem taxes but may be billed directly by the District. The Series 2017 Debt Assessments are levied in accordance with the District's Assessment Methodology and represent an allocation of the costs of the Series 2017 Project to those lands within the District benefiting from the Series 2017 Project.

The Series 2017 Debt Assessments described above exclude any operations and maintenance assessments ("O&M Assessments"), which may be determined and calculated annually by the District's Board of Supervisors and are levied against all benefitted lands in the District. A detailed description of all costs and allocations which result in the formulation of assessments, fees, and charges is available for public inspection upon request.

The Capital Improvement Plan and financing plan of the District as presented herein reflect the District's current intentions, and the District expressly reserves the right in its sole discretion to change those plans at any time. Additionally, the District may undertake the construction, reconstruction, acquisition, or installation of future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by Chapter 190, *Florida Statutes*.

### **Method of Collection**

The District's Series 2017 Debt Assessments and/or O&M Assessments may appear on that portion of the annual Polk County Tax Notice entitled "non-ad valorem assessments," and will be collected by the Polk County Tax Collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax notice, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property. The District may also elect to collect the assessment directly.

This description of the Holly Hill Road East Community Development District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing maintenance and infrastructure improvements essential to the use and development of this community. If you have any questions or would simply like additional information about the District, please write to or call the: District Manager, Holly Hill Road East Community Development District, 12051 Corporate Boulevard, Orlando, Florida 32817 or call (407) 382-3256.

The information provided herein is a good faith effort to accurately and fully disclose information regarding the public financing and maintenance of improvements to real property undertaken by the District and should only be relied upon as such. The information contained herein is, and can only be, a status summary of the District's public financing and maintenance activities and is subject to supplementation and clarification from the actual documents and other sources from which this information is derived. In addition, the information contained herein may be subject to change over time, in the due course of the District's activities and in accordance with Florida law. Prospective and current residents and other members of the public should seek confirmation and/or additional information from the District Manager's office with regard to any questions or points of interest raised by the information presented herein.

*[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]*



**IN WITNESS WHEREOF**, this Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, and recorded in the Official Records of Polk County, Florida.

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
By: Warren (Rennie) Heath, Chairperson

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

**STATE OF FLORIDA  
COUNTY OF POLK**

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Warren (Rennie) Heath, Chairperson of the Holly Hill Road East Community Development District, who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

\_\_\_\_\_  
Notary Public, State of Florida

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

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**Legal Description**

TRACTS 13, 14, 15, 16, 17, 18, 19, 31, AND 32 ON THE SOUTHWEST ¼ OF SECTION 04, TOWNSHIP 27 SOUTH, RANGE 27 EAST OF THE MAP OF FLORIDA DEVELOPMENT CO. TRACT LOCATED IN POLK COUNTY, FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 60-63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, **LESS AND EXCEPT** THE PORTION OF THE PROPERTY DESCRIBED IN EMINENT DOMAIN PROCEEDINGS EVIDENCED BY ORDER OF TAKING RECORDED IN O.R. BOOK 139, PAGE 596, AND FINAL JUDGEMENT RECORDED IN O.R. BOOK 275, PAGE 369, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**TOGETHER WITH:**

THE 15.00' PLATTED/UN-OPENED RIGHTS-OF-WAY PER ABOVE SAID MAP OF FLORIDA DEVELOPMENT CO. TRACT, LYING SOUTH OF ABOVE SAID TRACTS 13, 14, 15, 16, 17, 18, AND 19, ALL BEING MORE PARTICULARLY DESCRIBED AS:

**BEGIN** AT A CONCRETE MONUMENT WITH NO IDENTIFICATION, STANDING AT THE NORTHWEST CORNER OF SAID TRACT 16, AND RUN THENCE ALONG THE NORTH LINE OF SAID TRACTS 16, 15, 14, AND 13 N-89°43'00"-E, 1309.54 FEET TO A CONCRETE MONUMENT AND CAP "PSM 5205"; THENCE ALONG THE EAST LINE OF SAID TRACT 13 AND ITS SOUTHERLY PROJECTION S-00°47'35"-E, 667.62 FEET TO A CONCRETE MONUMENT WITH NO IDENTIFICATION; THENCE S-89°38'02"-W, 331.52 FEET TO A POINT ON THE NORTHERLY PROJECTION OF THE EAST LINE OF SAID TRACT 19; THENCE ALONG THE NORTHERLY PROJECTION OF SAID TRACT 19, AND ALONG THE EAST LINE OF SAID TRACT 19, S-00°48'45"-E, 667.55 FEET TO A CONCRETE MONUMENT STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 19; THENCE ALONG THE SOUTH LINE OF SAID TRACT 19 S-89°30'27"-W, 331.42 FEET TO A CONCRETE MONUMENT AND CAP "LB 6512" STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 19, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 31; THENCE ALONG THE EAST LINE OF SAID TRACT 31 S-00°47'10"-E, 628.70 FEET TO A ½" IRON ROD AND CAP "LB2108" STANDING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 547; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S-89°29'00"-W, 647.50 FEET TO A 5/8" IRON ROD WITH NO IDENTIFICATION STANDING AT THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID TRACT 32; THENCE ALONG THE WEST LINE OF SAID TRACT 32, AND ALONG THE WEST LINE OF SAID TRACT 17 AND ITS NORTHERLY PROJECTION N-00°46'25"-W, 129.68 FEET; THENCE ALONG THE SOUTHERLY PROJECTION OF THE WEST LINE OF SAID TRACT 16, AND ALONG THE WEST LINE OF SAID TRACT 16 N-00°45'52"-W, 669.51 FEET TO THE **POINT OF BEGINNING**.

**CONTAINING** 44.467 ACRES MORE OR LESS.



**Holly Hill Road East  
Community Development District**

**Notice of Lien of Special Assessments**



**This space reserved for use by the Clerk of  
the Circuit Court**

**This Instrument Prepared by  
and return to:**

**Roy Van Wyk, Esq.  
HOPPING GREEN & SAMS, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32301**

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**HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF LIEN OF SPECIAL ASSESSMENTS FOR  
SPECIAL ASSESSMENT BONDS, SERIES 2017**

**PLEASE TAKE NOTICE** that the Board of Supervisors of the Holly Hill Road East Community Development District (the “District”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, adopted Resolution Numbers 2017-23, 2017-24, 2017-32, and 2018-01 (the “Assessment Resolutions”), confirming and certifying the lien of non ad-valorem special assessments on certain real property located within the boundaries of the District that will be specially benefitted by the Project described in such Assessment Resolutions. Said assessments are pledged to secure the Holly Hill Road East Community Development District Series 2017 Bonds. The legal description of the lands on which said special assessments are imposed is attached to this Notice (“Notice”) as **Exhibit A**. The special assessments are imposed on benefitted property within the District as described in the *Master Assessment Methodology Report*, dated September 20, 2017, as supplemented by the *Supplemental Assessment Methodology Report, Series 2017 Bonds*, dated October 19, 2017 (together, the “Assessment Methodology Report”), approved by the District. A copy of the Assessment Methodology Report

and the Assessment Resolutions may be obtained by contacting the District at: Holly Hill Road East Community Development District, c/o Fishkind & Associates, Inc., 12051 Corporate Boulevard, Orlando, Florida 32817; Ph.: (407) 382-3256. The non ad-valorem special assessments provided for in the Assessment Resolutions were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and these non-ad valorem special assessments constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*, as amended. Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

*[Remainder of page left blank]*

**IN WITNESS WHEREOF**, this Notice has been executed on the \_\_\_\_ day of \_\_\_\_\_, 2017,  
and recorded in the Official Records of Polk County, Florida.

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

**STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2017,  
by \_\_\_\_\_, Chairperson of the Board of Supervisors, who is personally known to me and  
did not take an oath.

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

Notary Public, State of Florida

Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**SERIES 2017 ASSESSMENT AREA LANDS**

TRACTS 13, 14, 15, 16, 17, 18, 19, 31, AND 32 ON THE SOUTHWEST ¼ OF SECTION 04, TOWNSHIP 27 SOUTH, RANGE 27 EAST OF THE MAP OF FLORIDA DEVELOPMENT CO. TRACT LOCATED IN POLK COUNTY, FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGES 60-63 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, **LESS AND EXCEPT** THE PORTION OF THE PROPERTY DESCRIBED IN EMINENT DOMAIN PROCEEDINGS EVIDENCED BY ORDER OF TAKING RECORDED IN O.R. BOOK 139, PAGE 596, AND FINAL JUDGEMENT RECORDED IN O.R. BOOK 275, PAGE 369, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**TOGETHER WITH:**

THE 15.00' PLATTED/UN-OPENED RIGHTS-OF-WAY PER ABOVE SAID MAP OF FLORIDA DEVELOPMENT CO. TRACT, LYING SOUTH OF ABOVE SAID TRACTS 13, 14, 15, 16, 17, 18, AND 19, ALL BEING MORE PARTICULARLY DESCRIBED AS:

**BEGIN** AT A CONCRETE MONUMENT WITH NO IDENTIFICATION, STANDING AT THE NORTHWEST CORNER OF SAID TRACT 16, AND RUN THENCE ALONG THE NORTH LINE OF SAID TRACTS 16, 15, 14, AND 13 N-89°43'00"-E, 1309.54 FEET TO A CONCRETE MONUMENT AND CAP "PSM 5205"; THENCE ALONG THE EAST LINE OF SAID TRACT 13 AND ITS SOUTHERLY PROJECTION S-00°47'35"-E, 667.62 FEET TO A CONCRETE MONUMENT WITH NO IDENTIFICATION; THENCE S-89°38'02"-W, 331.52 FEET TO A POINT ON THE NORTHERLY PROJECTION OF THE EAST LINE OF SAID TRACT 19; THENCE ALONG THE NORTHERLY PROJECTION OF SAID TRACT 19, AND ALONG THE EAST LINE OF SAID TRACT 19, S-00°48'45"-E, 667.55 FEET TO A CONCRETE MONUMENT STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 19; THENCE ALONG THE SOUTH LINE OF SAID TRACT 19 S-89°30'27"-W, 331.42 FEET TO A CONCRETE MONUMENT AND CAP "LB 6512" STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 19, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 31; THENCE ALONG THE EAST LINE OF SAID TRACT 31 S-00°47'10"-E, 628.70 FEET TO A ½" IRON ROD AND CAP "LB2108" STANDING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 547; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S-89°29'00"-W, 647.50 FEET TO A 5/8" IRON ROD WITH NO IDENTIFICATION STANDING AT THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE WEST LINE OF SAID TRACT 32; THENCE ALONG THE WEST LINE OF SAID TRACT 32, AND ALONG THE WEST LINE OF SAID TRACT 17 AND ITS NORTHERLY PROJECTION N-00°46'25"-W, 129.68 FEET; THENCE ALONG THE SOUTHERLY PROJECTION OF THE WEST LINE OF SAID TRACT 16, AND ALONG THE WEST LINE OF SAID TRACT 16 N-00°45'52"-W, 669.51 FEET TO THE **POINT OF BEGINNING**.

**CONTAINING** 44.467 ACRES MORE OR LESS.





**Holly Hill Road East  
Community Development District**

**Construction Management Agreement**

**AGREEMENT BETWEEN HEATH CONSTRUCTION AND MANAGEMENT, LLC  
AND THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT  
FOR CONSTRUCTION MANAGEMENT AND CONSULTING SERVICES**

This Agreement ("Agreement") is made and entered into effective this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between:

**Holly Hill Road East Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Polk County, Florida, with a mailing address at 12051 Corporate Boulevard, Orlando, Florida 32817 ("District"); and

**Heath Construction and Management, LLC**, a Florida limited liability corporation, with offices located at 2415 Cypress Gardens Boulevard, Winter Haven, Florida 33884 (hereinafter "Consultant").

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to and governed by chapter 190, Florida Statutes; and

**WHEREAS**, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

**WHEREAS**, the District has entered into an agreement with \_\_\_\_\_, dated \_\_\_\_\_ for the construction of infrastructure improvements, (the "Construction Contract"); and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to provide construction management and consulting services; and

**WHEREAS**, Consultant provides such services and desires to contract with the District to do so in accordance with the terms and specifications in this Agreement and Consultant's proposal and scope of services, which are attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS**, Consultant has been provided a copy of the Construction Contract and is familiar with the terms and conditions therein; and

**WHEREAS**, the District and Consultant ("Parties") warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

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

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

**SECTION 2. DESCRIPTION OF WORK AND SERVICES.** The duties, obligations, and responsibilities of the Consultant are to provide the services described in Exhibit A ("Services"), attached hereto and incorporated by reference herein. Consultant shall be solely responsible for the means, manner and methods by which its duties, obligations and responsibilities are met. Consultant shall report directly to the District Manager or his/her designee. The District may require Consultant to provide such evidence as the District requires assuring the District that the Services are provided to the District's satisfaction. Consultant shall use all due care to protect the property of the District, its residents and landowners from damage.

**SECTION 3. AUTHORITY OF CONSULTANT.** Consultant shall have no right or authority, express or implied, to commit or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided herein and or specifically authorized in writing by the District.

**SECTION 4. COMPENSATION.** Consultant shall receive as compensation a fee not to exceed \$6,000 each month without further authorization for Services provide through final completion of the project as identified in Exhibit A. Consultant shall submit invoices on a monthly basis.

**SECTION 5. COMPLIANCE WITH LAWS.** Consultant shall comply in all material respects with any applicable federal, state, or local laws, ordinances, rules, or regulations. Consultant shall promptly remedy any violation of any such law, ordinance, rule, or regulation known to the Consultant, to the extent that such remedy is in the Consultant's control, and shall promptly notify the District Manager, District Counsel, of any such violation.

**SECTION 6. INSURANCE.** Consultant shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

Workers Compensation	Statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000/\$2,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000/\$2,000,000
Automobile Liability (if applicable)	
<i>Bodily Injury and Property Damage</i>	\$1,000,000/\$2,000,000

The District and its supervisors, agents and staff shall be named as an additional insured. At no time shall Consultant be without insurance in the above amounts. No policy may be canceled during the term of this Agreement without at least 30 days' written notice to the District. An insurance certificate evidencing compliance with this section shall be sent to the District upon request.

**SECTION 7. INDEMNIFICATION.** Consultant agrees to indemnify, defend and hold harmless the District and its officers, agents, and employees from any and all liability, claims, actions, suits or demands by any person, corporation, or other entity for injuries, death, and property damage of any nature, arising out of, or in connection with, any negligent act or omission or willful misconduct of the Consultant or its employees or agents.

**SECTION 8. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement or any provision hereof through court proceedings or otherwise, the prevailing party shall be entitled to recover from the non-prevailing party all fees and costs incurred, including but not limited to reasonable attorney's fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

**SECTION 9. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, Florida Statutes, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 10. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.

**SECTION 11. ENFORCEMENT.** A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief, and specific performance.

**SECTION 12. TERMINATION.** The District shall have the right to terminate this Agreement immediately at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or upon thirty (30) days written notice without cause. Consultant shall have the right to terminate this Agreement upon thirty (30) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement. In the event either party terminates this Agreement, Consultant agrees to accept the balance due and owing to it at the effective date of termination for the work performed up to that date. Upon

termination, the Parties shall account to each other with respect to all matters outstanding as of the date of termination.

**SECTION 13. INDEPENDENT CONTRACTOR.** The Consultant and District agree that Consultant is and shall remain at all times an independent contractor and shall not in any way claim or be considered an agent or employee of the District. Consultant shall be responsible for the payment of all compensation, taxes, and employee benefits and other charges payable with respect to individuals retained to perform the pool and amenity facilities maintenance contemplated by this Agreement, including, but not limited to, all applicable federal income tax withholding, FICA, FUTA tax, unemployment compensation, and any other taxes or charges imposed by law with respect to such individuals.

**SECTION 14. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

**SECTION 15. AMENDMENT.** 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 of the Parties hereto.

**SECTION 16. AUTHORITY TO CONTRACT.** The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

**SECTION 17. NOTICES.** All notices, requests, consents, and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Overnight Delivery or First Class Mail, postage prepaid, to the Parties, as follows:

1. If to Consultant: Heath Construction and Management, LLC.  
2415 Cypress Gardens Boulevard.  
Winter Haven, Florida 33884  
Attn: Warren Heath

2. If to District: Holly Hill Road East Community  
Development District  
12051 Corporate Boulevard  
Orlando, Florida 32817  
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, Florida 32314  
Attn: Roy Van Wyk



Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the addresses set forth herein. 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 Parties may deliver Notice on behalf of the Parties. 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 18. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal Parties hereto, and no right or cause of action shall accrue upon or by reason hereof to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation or other entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any provision or condition hereof; and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors, and assigns.

**SECTION 19. ASSIGNMENT.** Consultant may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignments attempted to be made by Consultant without the prior written approval of the District are void.

**SECTION 20. 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. The Parties hereto agree that venue shall be in Polk County, Florida.

**SECTION 21. EFFECTIVE DATE AND TERM.** This Agreement shall become effective as of the date stated above and shall remain in effect unless otherwise terminated earlier in accordance with Section 12, above.

**SECTION 22. EXECUTION IN COUNTERPARTS.** This Agreement 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 Agreement to physically form one document.

**SECTION 23. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

**SECTION 24. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**SECTION 25. PUBLIC RECORDS.** Consultant understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

**SECTION 26. CONFLICTS.** To the extent that the terms described in Exhibit A conflict with the terms of this Agreement, the terms herein shall control.

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

Attest:

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary / Assistant Secretary,  
Board of Supervisors

\_\_\_\_\_  
Vice-Chair, Board of Supervisors

**HEATH CONSTRUCTION AND  
MANAGEMENT, LLC.**

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Sign: \_\_\_\_\_

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

\_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name of Witness

**Exhibit A:** Consultant’s Proposal & Scope of Services

## DUTIES, SPECIFICATIONS AND COMPENSATION

### 1. DUTIES.

The Manager shall perform the following services for Phase 1 of the Holly Hill Road East Community Development District ("2017 Project").

(a) Cause the land to become civil engineered by a professional licensed Civil Engineer and all permitting that will be required for the development of the property.

(b) To assist with the District in directing and scheduling the installation of the infrastructure for the following tasks:

1. Earthwork
2. Sanitary Sewer
3. Potable Water Distribution System
4. Storm Sewer
5. Street Paving/Stripping/Signage
6. Any Offsite Requirements
7. Final Grading
8. Installation of all lot corners and permanent property corners.
9. Installation of all underground electrical lines and street lights
10. All platting services that may be required
11. Acquire all final acceptance letters for all service providers
12. Receiving all as-builts and warranties from Site Contractor(s)

(c) To cause all material required to receive passing test results and provide any written reports needed from a third-party independent materials testing engineer.

(d) To Assist in the design and installation of any landscaping, irrigation and wall/fencing as may be required.

(e) Accept and inspect all materials purchased by the District for incorporation into the Project.

(f) Coordinate with District Engineer and Construction Contractor to facilitate the completion of the 2017 Project pursuant to the terms of the Construction Contract.



**Holly Hill Road East  
Community Development District**

**Resolution 2018-03**



## **RESOLUTION 2018-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO FILE A PETITION WITH THE CITY OF DAVENPORT, FLORIDA REQUESTING THE ADOPTION OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Holly Hill Road East Community Development District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, as established by Ordinance 814, ("Ordinance"), adopted of the City of Davenport, Florida ("City") on July 10, 2017 and being situated in Polk County, Florida; and

**WHEREAS**, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

**WHEREAS**, the District presently consists of 97.22 acres, more or less, as more fully described in the Ordinance; and

**WHEREAS**, Cassidy Holdings Group, LLC, a Delaware limited liability company ("Landowner") has approached the District and requested the District petition to amend its boundaries to add approximately 14.18 acres of land as more particularly described in the attached **Exhibit A** ("Property"); and

**WHEREAS**, the proposed boundary amendment is in the best interests of the District and the area of land within the proposed amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

**WHEREAS**, for the area of land that will lie in the amended boundaries of the District, the District is the best alternative available for delivering community development services and facilities; and

**WHEREAS**, addition of the land depicted in **Exhibit A** to the District is not inconsistent with either the State or local comprehensive plan; and

**WHEREAS**, the area of land that will lie in the amended boundaries of the District continues to be amenable to separate special district government; and

**WHEREAS**, in order to seek a boundary amendment pursuant to Chapter 190, Florida Statutes, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process; and

**WHEREAS**, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors; and

**WHEREAS**, the District desires to petition to amend its boundaries in accordance with the procedures and processes described in Chapter 190, Florida Statutes, which processes include the preparation of a petition to the City, and such other actions as are necessary in furtherance of the boundary amendment process.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF  
SUPERVISORS OF THE HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The Board hereby directs the Chairman and District staff to proceed in an expeditious manner with the preparation and filing of a petition and related materials with the City, to seek the amendment of the District's boundaries to add the lands depicted in **Exhibit A**, pursuant to Chapter 190, Florida Statutes, and authorizes the prosecution of the procedural requirements detailed in Chapter 190, Florida Statutes, for the amendment of the District's boundaries.

**SECTION 3.** The Board hereby authorizes the District Chairman, District Manager and District counsel to act as agents of the District with regard to any and all matters pertaining to the petition to the City to amend the boundaries of the District.

[CONTINUED ON FOLLOWING PAGE]

**SECTION 4.** This Resolution shall become effective upon its passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

ATTEST:

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT  
DISTRICT**

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

\_\_\_\_\_  
Chairman/Vice-Chairman, Board of Supervisors

## EXHIBIT A

TRACT 21 IN THE NE1/4 OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST OF HOLLY HILL GROVE & FRUIT COMPANY SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 10, PUBLIC RECORDS OF POLK COUNTY, **LESS** MAINTAINED RIGHT-OF-WAY FOR FOREST LAKE DRIVE PER MAP BOOK 17, PAGE 100, PUBLIC RECORDS OF POLK COUNTY, FLORIDA,

BEING FURTHER DESCRIBED AS:

**BEGIN** AT A 1/2" IRON ROD WITH NO IDENTIFICATION STANDING AT THE SOUTHWEST OF SAID TRACT 21, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 28 OF SAID HOLLY HILL GROVE & FRUIT COMPANY SUBDIVISION, AND RUN ALONG THE WEST LINE OF SAID TRACT 21 N-00°25'33"-W, 640.90 FEET TO A 5/8" IRON ROD AND CAP "LB 7454" STANDING AT THE INTERSECTION OF SAID WEST LINE AND THE SOUTH MAINTAINED RIGHT-OF-WAY OF FOREST LAKE DRIVE PER MAP BOOK 17, PAGE 100, PUBLIC RECORDS OF POLK COUNTY, FLORIDA: THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY THE FOLLOWING THREE (3) COURSES; 1) S-89°49'06"-E, 95.08 FEET; 2) THENCE S-88°09'06"-E, 71.24 FEET; THENCE 3) S-89°58'57"-E, 160.16 FEET TO A 5/8" IRON ROD AND CAP "LB 7454" STANDING AT THE INTERSECTION OF SAID SOUTH MAINTAINED RIGHT-OF-WAY AND THE EAST LINE OF SAID TRACT 21; THENCE ALONG SAID EAST LINE S-00°23'18"-E, 638.91 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 21, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 28; THENCE ALONG THE SOUTH LINE OF SAID TRACT 21, ALSO BEING THE NORTH LINE OF SAID TRACT 28, N-89°53'06"-W, 325.88 FEET TO THE **POINT OF BEGINNING**.

Containing 4.81 Acres Tax Parcel Identification Number 272705-725500-010221

TOGETHER WITH:

TRACT 24 IN THE NE1/4 OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST OF HOLLY HILL GROVE & FRUIT COMPANY SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 10, PUBLIC RECORDS OF POLK COUNTY, **LESS** MAINTAINED RIGHT-OF-WAY FOR FOREST LAKE DRIVE PER MAP BOOK 17, PAGE 100, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, **AND** TRACT 25 IN THE NE1/4 OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST OF HOLLY HILL GROVE & FRUIT COMPANY SUBDIVISION, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 22, PAGE 10, PUBLIC RECORDS OF POLK COUNTY, **LESS** RIGHT-OF-WAY FOR NORTH BOULEVARD WEST PER OFFICIAL RECORDS BOOK 794, PAGE 787, PUBLIC RECORDS OF POLK COUNTY, FLORIDA,  
ALL BEING FURTHER DESCRIBED AS:

**BEGIN** AT A 5/8" IRON ROD WITH CAP "LB 8135" STANDING AT THE INTERSECTION OF THE WEST LINE OF SAID TRACT 25 AND THE NORTH RIGHT-OF-WAY OF NORTH BOULEVARD WEST PER OFFICIAL RECORDS BOOK 794, PAGE 787, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, AND RUN ALONG SAID WEST LINE N-00°22'38"-W, 635.40 FEET

TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE NORTHWEST CORNER OF SAID TRACT 25, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 24: THENCE ALONG THE WEST LINE OF SAID TRACT 24 N-00°22'38"-W, 640.57 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE INTERSECTION OF SAID WEST LINE AND THE SOUTH MAINTAINED RIGHT-OF-WAY OF FOREST LAKE DRIVE PER MAP BOOK 17, PAGE 100, PUBLIC RECORDS OF POLK COUNTY, FLORIDA: THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY THE FOLLOWING EIGHT (8) COURSES; 1) N-89°47'20"-E, 165.81 FEET; THENCE 2) S-89°23'34"-E, 56.51 FEET; THENCE 3) S-84°02'15"-E, 28.73 FEET; THENCE (4) S-69°03'33"-E, 26.63 FEET; THENCE (5) S-59°18'02"-E, 25.17 FEET; THENCE (6) S-40°32'53"-E, 25.66 FEET; THENCE (7) S-22°07'34"-E, 27.32 FEET; THENCE (8) S-07°00'55"-E, 14.43 FEET TO THE EAST LINE OF SAID TRACT 24: THENCE ALONG SAID EAST LINE S-00°19'41"-E, 556.53 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 24, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 25; THENCE ALONG THE EAST LINE OF SAID TRACT 25 S-00°19'41"-E, 636.04 FEET TO THE NORTH RIGHT-OF-WAY OF NORTH BOULEVARD WEST PER OFFICIAL RECORDS BOOK 794, PAGE 787, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY N-89°48'36"-W, 324.57 FEET TO THE **POINT OF BEGINNING**.

Containing 9.37 Acres Tax Parcel Identification Numbers 272705-725500-010251 and 27275-725500-010240





**Holly Hill Road East  
Community Development District**

**Boundary Amendment Funding Agreement**

**BOUNDARY AMENDMENT FUNDING AGREEMENT BETWEEN**  
**THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**  
**AND CASSIDY HOLDINGS, LLC**

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between:

**The Holly Hill Road East Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of Davenport, Florida ("District"), and

**Cassidy Holdings, LLC**, a Florida limited liability company and a landowner in the District ("Landowner").

**RECITALS**

**WHEREAS**, the Holly Hill Road East Community Development District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes, as established by Ordinance 814, ("Ordinance"), adopted of the City of Davenport, Florida ("City") on July 10, 2017 and being situated in Polk County, Florida; and

**WHEREAS**, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

**WHEREAS**, the District presently consists of 97.22 acres, more or less, as more fully described in the Ordinance; and

**WHEREAS**, the District currently provides infrastructure systems, facilities, and services to the lands within the District, and

**WHEREAS**, the Landowner has approached the District and requested the District petition to amend its boundaries to include land to the District; and

**WHEREAS**, the amendment proposed by the Landowner is within the amendment size restrictions contained within Section 190.046(1), Florida Statutes and will result in the District being comprised of 111.14 acres; and

**WHEREAS**, the District agrees to petition to amend its boundary in accordance with the procedures and processes described in Chapter 190, Florida Statutes, which processes include the preparation of a petition to the City and such other actions as are necessary in furtherance of the boundary amendment process; and

**WHEREAS**, in order to seek a boundary amendment pursuant to Chapter 190, Florida Statutes, the District desires to authorize District Staff, including but not limited to legal,

engineering, and managerial staff, to provide such services as are necessary throughout the boundary amendment process; and

**WHEREAS**, any such work shall only be performed in accord with the authorizations of the District's Board of Supervisors; and

**WHEREAS**, the retention of any necessary consultants and the work to be performed by District Staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors; and

**WHEREAS**, the Landowner desires to provide sufficient funds to the District to reimburse the District for any such expenditures including but not limited to legal, engineering, and other consultant fees, filing fees, administrative, and other expenses, if any.

**NOW**, therefore, based upon good and valuable consideration and mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

**1. PROVISION OF FUNDS.** The Landowner agrees to make available to the District such monies as are necessary to enable the District to proceed with the boundary amendment and to provide such monies as are necessary to enable District Staff, including legal, engineering, and managerial staff, to assist in the boundary amendment process and proceedings. The Landowner will make such funds available on a monthly basis, within thirty (30) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

**2. DISTRICT USE OF FUNDS.** The District agrees to use such funds solely for the fees, costs, and other expenditures accruing or accrued for the purpose of seeking an amendment to the boundaries of the District in accord with Chapter 190, Florida Statutes. The District agrees to use good faith best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the amendment of the District's boundary pursuant to Chapter 190, Florida Statutes, and with the prosecution of the procedural requirements detailed in Chapter 190, Florida Statutes, for the amendment of the District's boundary. The District also agrees to make monthly requests for necessary funds from the Landowner for reimbursement for services of the boundary amendment team, as described in Paragraph One (1) of this Agreement. The District shall not reimburse the Landowner for funds made available to the District under this Agreement.

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

**4. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be

entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**5. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

**6. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.

**7. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

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

- |    |                      |                                                                                                                                         |
|----|----------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| A. | If to the District:  | Holly Hill Road East Community<br>Development District<br>12051 Corporate Boulevard<br>Orlando, Florida 32167<br>Attn: District Manager |
|    | With a copy to:      | Hopping Green & Sams, P.A.<br>119 South Monroe Street, Suite 300<br>Tallahassee, Florida 32301<br>Attn: Roy Van Wyk                     |
| B. | If to the Landowner: | Cassidy Holdings, LLC<br>346 E. Central Avenue<br>Winter Haven, Florida 33880<br>Attn: Albert Cassidy                                   |
|    | With a copy to:      | Straughn & Turner, P.A.<br>255 Magnolia Avenue, S.W.<br>Winter Haven, Florida 33880<br>Attn: Richard Straughn                           |

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. 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 parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addresses 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 addresses set forth in this Agreement.

**9. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties to this Agreement and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party 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 to this Agreement any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; 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 to this Agreement and their respective representatives, successors, and assigns.

**10. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**11. CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.

**12. EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

**13. PUBLIC RECORDS.** Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.

**14. 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 doubtful language will not be interpreted or construed against any party.

**15. SOVEREIGN IMMUNITY.** Landowner agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.

**16. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.



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

In witness thereof, the parties execute this agreement the day and year first written above.

Attest:

**HOLLY HILL ROAD EAST COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CASSIDY HOLDINGS, LLC**, a Florida limited liability company

\_\_\_\_\_  
Witness

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



**Holly Hill Road East  
Community Development District**

**Payment Authorization Nos. 7-9**

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 007**

10/13/2017

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
<b>1</b>	<b>Supervisor Fees - 08/16/2017 Meeting</b>			
	Rennie Heath	--	\$ 200.00	FY 2017
	Scott Shapiro	--	\$ 200.00	FY 2017
	Lauren Schwenk	--	\$ 200.00	FY 2017
	Phillip Allende	--	\$ 200.00	FY 2017
	Andrew Rhinehart	--	\$ 200.00	FY 2017
<b>2</b>	<b>Supervisor Fees - 09/20/2017 Meeting</b>			
	Rennie Heath	--	\$ 200.00	FY 2017
	Scott Shapiro	--	\$ 200.00	FY 2017
	Lauren Schwenk	--	\$ 200.00	FY 2017
	Phillip Allende	--	\$ 200.00	FY 2017
	Andrew Rhinehart	--	\$ 200.00	FY 2017

**TOTAL    \$ 2,000.00**

\_\_\_\_\_  
Board Member


Please Return To:  
Holly Hill Road East CDD  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

## Holly Hill Road East Community Development District

Date of Meeting: August 16, 2017

Board Members:	Attendance	Fee
1. Rennie Heath	<u>x</u>	<u>\$200</u>
2. Scott Shapiro	<u>x</u>	<u>\$200</u>
3. Lauren Schwenk	<u>x</u>	<u>\$200</u>
4. Phillip Allende	<u>x</u>	<u>\$200</u>
6. Andrew Rhinehart	<u>x</u>	<u>\$200</u>
		<u>\$1,000</u>

Approved For Payment:

  
\_\_\_\_\_  
Manager

10/09/17  
Date


RECEIVED OCT 09 2017

## Holly Hill Road East Community Development District

Date of Meeting: September 20, 2017

Board Members:	Attendance	Fee
1. Rennie Heath	<u>x</u>	<u>\$200</u>
2. Scott Shapiro	<u>x</u>	<u>\$200</u>
3. Lauren Schwenk	<u>x (p)</u>	<u>\$200</u>
4. Phillip Allende	<u>x</u>	<u>\$200</u>
6. Andrew Rhinehart	<u>x</u>	<u>\$200</u>
		<u>\$1,000</u>

Approved For Payment:

  
Manager

10/2/17  
Date

RECEIVED OCT 09 2017



**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 008**

10/20/2017

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	<b>Department of Economic Opportunity</b> FY 2018 Special District Fee	71236	\$ 175.00	FY 2018
2	<b>Fishkind &amp; Associates</b> DM Fee & Reimbursables: October 2017	21469	\$ 3,791.67	FY 2018
	Reimbursables: September 2017	21469	\$ 3,406.90	FY 2017
3	<b>Supervisor Fees - 10/18/2017 Meeting</b>			
	Rennie Heath	--	\$ 200.00	FY 2018
	Scott Shapiro	--	\$ 200.00	FY 2018
	Lauren Schwenk	--	\$ 200.00	FY 2018
	John Mazuchowski	--	\$ 200.00	FY 2018
	Andrew Rhinehart	--	\$ 200.00	FY 2018

**TOTAL \$ 8,373.57**

  
\_\_\_\_\_  
Board Member

Please Return To:  
Holly Hill Road East CDD  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

RECEIVED NOV 03 2017

**Florida Department of Economic Opportunity, Special District Accountability Program**  
**FY 2017/2018 Special District Fee Invoice and Update Form**  
Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 71236			Date Invoiced: 10/02/2017
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/04/2017: \$175.00

**STEP 1:** Review the following information, make changes directly on the form, and sign and date:

**1. Special District's Name, Registered Agent's Name, and Registered Office Address:**



**Holly Hill Road East Community Development District**  
Mr. Roy Van Wyk  
Hopping Green and Sams, P.A.  
119 South Monroe Street, Suite 300  
Tallahassee, FL 32301

2. Telephone: (850) 222-7500  
3. Fax: (850) 224-8551  
4. Email: RoyV@hgslaw.com  
5. Status: Independent  
6. Governing Body: Elected  
7. Website Address: hollyhillroadeastcdd.com  
8. County(ies): Polk  
9. Function(s): Community Development  
10. Boundary Map on File: 07/31/2017  
11. Creation Document on File: 07/31/2017  
12. Date Established: 07/10/2017  
13. Creation Method: Local Ordinance  
14. Local Governing Authority: City of Davenport  
15. Creation Document(s): City Ordinance 814  
16. Statutory Authority: Chapter 190, Florida Statutes  
17. Authority to Issue Bonds: Yes  
18. Revenue Source(s): Assessments  
19. Most Recent Update: 08/04/2017

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: \_\_\_\_\_ Date: 10/9/17

**STEP 2:** Pay the annual fee or certify eligibility for the zero fee:

- a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at [www.Floridajobs.org/SpecialDistrictFee](http://www.Floridajobs.org/SpecialDistrictFee) or by check payable to the Department of Economic Opportunity.
- b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.
1. \_\_\_\_\_ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
  2. \_\_\_\_\_ This special district is in compliance with the reporting requirements of the Department of Financial Services.
  3. \_\_\_\_\_ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2015/2016 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: \_\_\_\_\_ Denied: \_\_\_\_\_ Reason: \_\_\_\_\_

**STEP 3:** Make a copy of this form for your records.

**STEP 4:** Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

RECEIVED OCT 13 2017

Fishkind & Associates, Inc.  
12051 Corporate Blvd.  
Orlando, FL 32817

**FISHKIND**  
& ASSOCIATES



## Invoice

Invoice #:	21469
10/11/2017	

Holly Hill Road East CDD  
c/o Fishkind & Associates, Inc.  
12051 Corporate Blvd  
Orlando, FL 32817

RECEIVED OCT 18 2017

File: HollyHillRoadEastCDD

Holly Hill Road East

Services:		Amount
FY 18 ↓ 17 ↓	District Management Fee: Oct 2017	1,666.67
	One time web development fee,	2,000.00
	Website	125.00
	Legal Advertising	3,075.24
	Copies	288.90
	UPS	40.46
	Postage	2.30

**Please include the invoice  
number on your remittance  
and submit to:**

**Fishkind & Associates, Inc.**  
12051 Corporate Blvd.  
Orlando, FL 32817  
Ph: 407-382-3256  
Fax: 407-382-3254  
www.fishkind.com

Balance Due

\$7,198.57

## Kim Vanderpool

---

**From:** Amanda Lane  
**Sent:** Tuesday, September 19, 2017 3:18 PM  
**To:** Kim Vanderpool; Amy Champagne  
**Subject:** Holly Hill - legal advertising paid by Fishkind  
**Attachments:** SLLND-LOBBY17091915210.pdf

Kim,

Please put the attached payment receipts on the next Fishkind invoice for Holly Hill. Jen G.'s credit card and Joe's credit card each paid for \$1,537.62 for legal advertising.

Amanda Lane  
Assistant Chief District Accountant  
Fishkind & Associates, Inc.  
12051 Corporate Blvd., Orlando, FL 32817  
Tel: (407) 382-3256 // Fax: (407) 382-3254  
Email: [AmandaL@fishkind.com](mailto:AmandaL@fishkind.com)

Follow Fishkind on [LinkedIn](#).

**From:** Rouse, Patti [<mailto:patti.rouse@theledger.com>]  
**Sent:** Tuesday, September 19, 2017 3:13 PM  
**To:** Amanda Lane <[amandal@fishkind.com](mailto:amandal@fishkind.com)>  
**Subject:** Fwd: Message from KM\_284e

### PAYMENT RECEIPTS FOR YOU

Patti Rouse  
Legal Ads  
The Ledger  
300 West Lime Street  
Lakeland, FL 33815  
863-802-7370  
[legalads@theledger.com](mailto:legalads@theledger.com)

----- Forwarded message -----

**From:** <[scan@theledger.com](mailto:scan@theledger.com)>  
**Date:** 2017-09-19 16:21 GMT-04:00  
**Subject:** Message from KM\_284e  
**To:** [patti.rouse@theledger.com](mailto:patti.rouse@theledger.com)

This message may contain confidential and/or privileged information. If you are not the intended recipient or authorized to receive this for the intended recipient, you must not use, copy, disclose or take any action based on this message or any information herein. If you have received this message in error, please advise the sender immediately by sending a reply e-mail and delete this message. Thank you for your cooperation.





Welcome patti.rouse@fishkind.com Division: Halifax Media Group / Lakeland Ledger Newschief My Account Sign Out

## TRANSACTION CONFIRMATION

Transaction ID	73520170919141033710162
Date and Time	09/19/17 14:10:33
Description	Advertising Payments
Type	Sale
Status	Pending
Result	Success
Amount	1537.62
Balance	0.00
Card Number	019495
Cardholder Name	FISHKIND HOLLY HILL ROAD CDD
Card Type	Visa
Cardholder ID	042284539
Cardholder Address	2603
Cardholder City	07/19
Cardholder Email	amandaL@fishkind.com
Cardholder Phone	4073823256
Cardholder Address	SECOND PRINT OF LH325931
Cardholder Address	ACCT 755093
Cardholder Address	PATTI ROUSE LEGALS
Cardholder Address	

ENTER MORE

ENTER A  
PAYMENTFIND A  
PAYMENTFIND  
ACCOUNTSBANK DEPOSIT  
REPORTSTRANSACTION  
REPORTSACCOUNT  
REPORTS

Welcome patti.rouse@fishkind.com Division: Halifax Media Group / Lakeland Ledger Newschief My Account Sign Out

## TRANSACTION CONFIRMATION

Transaction ID	73520170914135549274206
Transaction Date	09/14/17 13:55:49
Description	Advertising Payments
Type	Sale
Status	Pending
Result	Success
Amount	15376.2
Balance	0.00
Account ID	014718
Cardholder Name	FISHKIND HOLLY HILL ROAD E CDD
Card Type	Visa
Card Number	042222013
Expiry Date	6213
CVV	02/19
Merchant Name	amandaL@fishkind.com
Merchant ID	4073823256
Merchant Ref	AD LH325931
Account Ref	ACCT 755093
Merchant Ref	PATTI ROUSE LEGALS

ENTER MORE



# THE LEDGER

LEGAL ADVERTISING

FEDERAL ID # 47 2464860

INVOICE NUMBER	
LH325931	
BILLED ACCOUNT NUMBER	
755093	
Amount Due:	\$3,075.24
Remittance Address	
THE LEDGER PO BOX 913004 ORLANDO, FL 32891	

BILLED ACCOUNT NAME AND ADDRESS
JANE GAARLANDT HOLLY HILL ROAD EAST CDD 12051 CORPORATE BLVD ORLANDO, FL 32817

PLEASE RETURN THIS INVOICE ALONG WITH YOUR REMITTANCE

DATE	NEWSPAPER REFERENCE	Description	Size	PAID	NET AMOUNT
8/31/2017	LH325931	FIRST PRINT	2 X 21		\$1,537.62
9/7/2017	LH325931	SECOND PRINT	2 X 21		\$1,537.62
		ADOPTION OF ASSESSMENT ROLL SPECIAL ASSESSMENTS			
BILLED ACCOUNT NUMBER: 755093					AMOUNT DUE
					\$3,075.24

PATTI ROUSE 863-802-7370

NEWS CHIEF & THE LEDGER, LEGAL ADVERTISING, PO BOX 408, LAKE LAND, FL 33801

# AFFIDAVIT OF PUBLICATION THE LEDGER Lakeland, Polk County, Florida

STATE OF FLORIDA)  
COUNTY OF POLK)

Before the undersigned authority personally appeared Leslie Colon, who on oath says that she is an Account Executive for Advertising at The Ledger, a daily newspaper published at Lakeland in Polk County, Florida; that the attached copy of advertisement, being a

## NOTICE OF PUBLIC HEARING

in the matter of HOLLY HILL ROAD EAST CDD

Concerning ADOPTION OF ASSESSMENT ROLL

was published in said newspaper in the issues of

8-31, 9-7; 2017

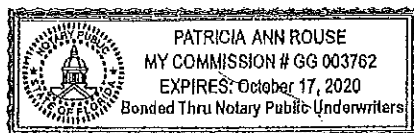
Affiant further says that said The Ledger is a newspaper published at Lakeland, in said Polk County, Florida, and that the said newspaper has heretofore been continuously published in said Polk County, Florida, daily, and has been entered as second class matter at the post office in Lakeland, in said Polk County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Signed.....

Leslie Colon  
Advertising Account Executive  
Who is personally known to me.

Sworn to and subscribed before me this 7th<sup>th</sup> day of September, A.D. 2017

Notary Public



(Seal)

## NOTICE OF PUBLIC HEARING TO CONSIDER IMPOSITION OF SPECIAL ASSESSMENTS PURSUANT TO SECTION 170.07, FLORIDA STATUTES, BY THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

## NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTION OF ASSESSMENT ROLL PURSUANT TO SECTION 197.3632(4)(b), FLORIDA STATUTES, BY THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

The Holly Hill Road East Community Development District Board of Supervisors ("Board") will hold public hearings on Thursday, September 20, 2017 at 11:00 a.m. at 346 East Central Avenue, Winter Haven, FL 33880, to consider the adoption of an assessment roll, the imposition of special assessments to secure proposed bonds on benefited lands within the Holly Hill Road East Community Development District ("District"), a depiction of which lands to be assessed is shown below, and to provide for the levy, collection and enforcement of the special assessments. The area to be improved is depicted below and in the District's Holly Hill Road East CDD Preliminary Engineer's Report, dated June 2017 (the "Improvement Plan"). The public hearing is being conducted pursuant to Chapters 170, 190 and 197, Florida Statutes. A description of the property to be assessed and the amount to be assessed to each piece or parcel of property may be ascertained at the office of the District's Records Office located at 346 East Central Avenue, Winter Haven, FL 33880 or by calling Jane Gaalanti at 407-382-3256 or emailing jgaalanti@fishkind.com.

The District is a unit of special-purpose local government responsible for providing infrastructure improvements for lands within the District. The infrastructure improvements ("Improvements") are currently expected to include, but are not limited to, roadways, water/sewer/reuse facilities, utilities improvements, stormwater management systems, landscaping, hardscaping, irrigation, recreational facilities, and other improvements, all as more specifically described in the Improvement Plan, on file and available during normal business hours at the addresses provided above.

The District intends to impose assessments on benefited lands within the District in the manner set forth in the District's Holly Hill Road East CDD Master Assessment Methodology Report, dated July 13, 2017 (the "Assessment Report"), which is on file and available during normal business hours at the addresses provided above. The Assessment Report identifies the assessments per parcel for each land use category that is currently expected to be assessed. The initial method of allocating assessments for the improvements to be funded by the District will be determined on an equal assessment per acre basis. Once platting has begun, the assessments will be levied to the assigned properties based on the benefits they receive. The methodology is explained in more detail in the Assessment Report. Also as described in more detail in the Assessment Report, the District's assessments will be levied against all assessable lands within the District. Please consult the Assessment Report for more details.

The annual principal assessment levied against each parcel will be based on repayment over a maximum of thirty (30) years for the total debt allocated to each parcel. The District expects to collect sufficient revenues to retire no more than \$14,150,000 in debt to be assessed by the District, exclusive of fees and costs of collection or enforcement, discounts for early payment and interest. The proposed initial annual schedule of assessments is as follows:

Polk Cty. Parcel ID	Acre	Max Bond Principal	Max Bond Annual (1)
11111111111111111111	4.8	\$703,980	\$57,967
11111111111111111111	4.8	\$703,980	\$57,967
11111111111111111111	4.75	\$696,647	\$57,363
11111111111111111111	4.75	\$696,647	\$57,363
11111111111111111111	4.77	\$699,580	\$57,604
11111111111111111111	4.77	\$699,580	\$57,604
11111111111111111111	4.82	\$708,913	\$58,208
11111111111111111111	4.6	\$674,648	\$55,551
11111111111111111111	4.91	\$720,113	\$59,295
11111111111111111111	9.85	\$1,444,626	\$118,952
11111111111111111111	19.44	\$2,880,452	\$237,180
11111111111111111111	19.06	\$2,795,388	\$230,176
11111111111111111111	5.0	\$727,446	\$59,899
<b>96.48</b>		<b>\$14,150,000</b>	<b>\$1,165,130</b>

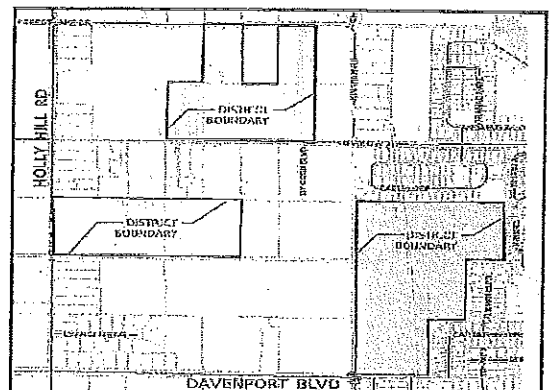
As the property is platted, each residential lot within the District (and within the parcels identified above) will be subject to maximum assessments of \$36,127 in bond principal and \$2,974.78 in annual assessments. The assessments may be prepaid in whole at any time, or in some instances in part, or may be paid in not more than thirty (30) annual installments subsequent to the issuance of debt to finance the improvements. These annual assessments will be collected on the Polk County tax roll by the Tax Collector. Alternatively, the District may choose to directly collect and enforce these assessments. All affected property owners have the right to appear at the public hearing and the right to file written objections with the District within twenty (20) days of the publication of this notice.

Also on Thursday, September 20, 2017 at 11:00 a.m. at 346 East Central Avenue, Winter Haven, FL 33880, the Board will hold a regular public meeting to consider business that may lawfully be considered by the District. The Board meeting and hearings are open to the public and will be conducted in accordance with the provisions of Florida law for community development districts. The Board meeting and/or the public hearings may be continued in progress to a date and time certain announced at the meeting and/or hearings.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the meeting or hearings, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based.

Any person requiring special accommodations at the meeting or hearings because of a disability or physical impairment should contact the District Office at (407) 382-3256 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 for aid in contacting the District office.

A depiction of the affected lands is found below, with the assessed property located to the south of Forest Lake Drive and to the east of Holly Hill Road within the City of Davenport, Florida:





#### RESOLUTION 2017-23

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS, INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; ADOPTING A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR PUBLICATION OF THIS RESOLUTION.

WHEREAS, the Board of Supervisors (the "Board") of the Holly Hill Road East Community Development District (the "District") hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the "Improvements") described in the District's Preliminary Engineer's Report, dated June, 2017, attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay the cost of the Improvements by special assessments pursuant to Chapter 190, Florida Statutes (the "Assessments"); and

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments, Florida Statutes, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the Holly Hill Road East Master Assessment Methodology Report, dated July 13, 2017, attached hereto as Exhibit B and incorporated herein by reference and on file at the office of c/o Fishkind & Associates, 12051 Corporate Blvd., Orlando, Florida 32817 (the "District Records Office"); and

WHEREAS, the District hereby determines that the Assessments to be levied will not exceed the benefit to the property improved.

#### NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT:

1. Assessments shall be levied to defray a portion of the cost of the Improvements.
2. The nature and general location of, and plans and specifications for, the Improvements are described in Exhibit A, which is on file at the District Records Office. Exhibit B is also on file and available for public inspection at the same location.
3. The total estimated cost of the Improvements is \$10,515,475 (the "Estimated Cost").
4. The Assessments will defray approximately \$14,150,000, which includes the Estimated Cost, plus financing-related costs, capitalized interest, and a debt service reserve.
5. The manner in which the Assessments shall be apportioned and paid is set forth in Exhibit B, including provisions for supplemental assessment resolutions.
6. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Improvements or specially benefited thereby and further designated by the assessment plat hereinafter provided for.
7. There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.
8. Commencing with the year in which the Assessments are levied and confirmed, the Assessments shall be paid in not more than thirty (30) annual installments. The Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, Florida Statutes; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.
9. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in Exhibit B hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.
10. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the assessments or the making of the Improvements, the cost thereof, the manner of payment thereof, or the amount thereof to be assessed against each property as improved.
11. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Polk County and to provide such other notice as may be required by law or desired in the best interests of the District.
12. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 19th day of July, 2017.

ATTEST:

/s/ Phillip Alfende  
Secretary

HOLLY HILL ROAD EAST COMMUNITY  
DEVELOPMENT DISTRICT  
/s/ Scott Shapiro  
Vice-Chairperson, Board of Supervisors

Exhibit A: Holly Hill Road East Preliminary Engineer's Report, dated June, 2017  
Exhibit B: Holly Hill Road East Master Assessment Methodology Report, dated July 13, 2017

Note: Exhibits can be obtained by contacting Jane Gaillard at jgaillard@fishkind.com or (407) 382-3256

# AFFIDAVIT OF PUBLICATION

## THE LEDGER

### Lakeland, Polk County, Florida

STATE OF FLORIDA)  
COUNTY OF POLK)

Before the undersigned authority personally appeared Leslie Colon, who on oath says that she is an Account Executive for Advertising at The Ledger, a daily newspaper published at Lakeland in Polk County, Florida; that the attached copy of advertisement, being a

#### PUBLIC NOTICE

in the matter of HOLLY HILL ROAD EAST CDD

Concerning LANDOWNERS MEETING AND ELECTION

was published in said newspaper in the issues of

7-25, 8-1, 2017

Affiant further says that said The Ledger is a newspaper published at Lakeland, in said Polk County, Florida, and that the said newspaper has heretofore been continuously published in said Polk County, Florida, daily, and has been entered as second class matter at the post office in Lakeland, in said Polk County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

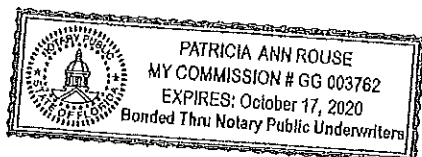
Signed.....

Leslie Colon  
Advertising Account Executive  
Who is personally known to me.

Sworn to and subscribed before me this 1st day of August, A.D. 2017

Notary Public

(Seal)



#### NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

Notice is hereby given to the public and all landowners within the Holly Hill Road East Community Development District (the "District") the location of which is generally described as comprising a parcel or parcels of land containing approximately 86 acres, generally located in an area north and south of North Boulevard West, east of Holly Hill Road and east and west of Kingham Road in the City of Davenport, Florida, advising that a meeting of landowners will be held for the purpose of electing five (5) persons to the District Board of Supervisors. Immediately following the landowners' meeting there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: August 16, 2017  
TIME: 11:00 a.m.  
PLACE: Cassidy Offices  
346 East Central Avenue  
Winter Haven, Florida 33880

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 12051 Corporate Blvd., Orlando, Florida 32817. At said meeting each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 12051 Corporate Blvd., Orlando, Florida 32817 or by calling (407) 382-3256. There may be an occasion where one or more supervisors or staff will participate by speaker 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) 382-3256 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 by the Board with respect to any matter considered at the meeting is advised that such 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 the appeal is to be based.

Joe MacLaren  
District Manager

L3867 7-25, 8-1, 2017

Copy Count

Account: Holly Hill  
Amount of Copies: 1926  
Total \$: 288.90

Month September



Invoice No 1709108992  
Invoice Date 09/27/2017  
Account No W20389987/1Y9R28  
Account FISHKIND & ASSOCIATES

Invoice Detail

UPS No: 1Z1Y9R280193548424  
Pickup Date 09/19/2017  
Service Level Next Day Air  
Weight 1 lb  
Zone 103  
Payer Shipper

Shipper  
FISHKIND & ASSOCIATES  
12051 CORPORATE BLVD  
ORLANDO  
FL 32817

JANE GAARLANDT

Receiver  
HOPPING GREEN AND SAMS  
119 SOUTH MONROE STREET  
SUITE 300  
TALLAHASSEE  
FL 32301  
AMY D. HEMBREE

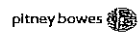
Bill Reference: Holly Hill Road East CDD

Holly Hill Road East CDD

Billing	List Discount	
	Price	Price
Freight	47.15	37.72
Fuel Surcharge	3.43	2.74
Total	50.58	40.46
Sub Total	50.58	40.46

1 count





## Account Summary Report

Date Range: Sept 1, 2017 to Sept 30, 2017

Meter Group: All Meters

Meter 1W00 - 1376538 OLD at ORLANDO, FL

Meter 4W00 - 0347354 at ORLANDO, FL

### Meter Details

Location	Meter Name	Serial Number	PhP Account Number
ORLANDO, FL	4W00 - 0347354	0347354	24978470
ORLANDO, FL	1W00 - 1376538 OLD	1376538	24978470

### Account Summary

Account	Sub Account	Pieces	Total Charged
Holly Hill Road East CDD		5	\$2.300
Grand Total			\$2.300

## Holly Hill Road East Community Development District

Date of Meeting: October 18, 2017

Board Members:	Attendance	Fee
1. Rennie Heath	<u>x</u>	<u>\$200</u>
2. Scott Shapiro	<u>x</u>	<u>\$200</u>
3. Lauren Schwenk	<u>x (p)</u>	<u>\$200</u>
4. John Mazuchowski	<u>x</u>	<u>\$200</u>
6. Andrew Rhinehart	<u>x</u>	<u>\$200</u>
		<u>\$1,000</u>

Approved For Payment:

  
Manager

11/18/17  
Date

RECEIVED OCT 18 2017

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 009**

11/3/2017

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	<b>Business Observer</b> Legal Advertising	17-01731K	\$ 48.88	FY 2018

**TOTAL \$ 48.88**



Board Member

Please Return To:  
Holly Hill Road East CDD  
c/o Fishkind & Associates  
12051 Corporate Boulevard  
Orlando, FL 32817

RECEIVED NOV 03 2017

# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
, 941-362-4848 x309

## INVOICE

Legal Advertising

Invoice # 17-01731K

Date 10/27/2017

Attn:  
Fishkind & Associates, Inc.  
12051 CORPORATE BLVD.  
ORLANDO FL 32817

Please make checks payable to:  
(Please note Invoice # on check)  
Business Observer  
1970 Main Street  
3rd Floor  
Sarasota, FL 34236

### Description

Serial # 17-01731K  
P.O./Ref.# Holly Hill

### Amount

\$48.88

**Notice of Auditor Selection Committee Meeting**  
**RE: Holly Hill Road East Community Development District**  
**Published: 10/27/2017**

### Important Message

Paid

0

Total

\$48.88

RECEIVED NOV 01 2017

Attention: If you are a government agency and you believe that you qualify for a 15% discount to the second insertion of your notice per F.S. revision 50.061, please inform Kristen Boothroyd directly at 941-906-9386 x323.

### NOTICE

The Business Observer makes every effort to ensure that its public notice advertising is accurate and in full compliance with all applicable statutes and ordinances and that its information is correct. Nevertheless, we ask that our advertisers scrutinize published ads carefully and alert us immediately to any errors so that we may correct them as soon as possible. We cannot accept responsibility for mistakes beyond bearing the cost of republishing advertisements that contain errors.

# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
, 941-362-4848 x309

## INVOICE

### Legal Advertising

Holly Hill Road East Community  
Development District  
Notice of Auditor Selection  
Committee Meeting

The Holly Hill Road East Community Development District Auditor Selection Committee ("Committee") Meeting will be held at the Cassidy Offices, 346 East Central Avenue, Winter Haven, Florida 33890 on Monday, November 6, 2017 at 11:00 a.m. The meeting is open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for the meeting may be obtained from 12051 Corporate Blvd., Orlando, Florida 32817 or by calling (407) 382-3256.

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) 382-3256 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

October 27, 2017

17-01731K

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### NOTICE

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**Holly Hill Road East  
Community Development District**

**Monthly Financials**

**Holly Hill Road East CDD**  
**Statement of Financial Position**  
**As of 10/31/2017**

	General Fund	Capital Projects Fund	Total
<u><b>Assets</b></u>			
<u><b>Current Assets</b></u>			
General Checking Account	\$12,019.39		\$12,019.39
Total Current Assets	<u>\$12,019.39</u>	<u>\$0.00</u>	<u>\$12,019.39</u>
 <b>Total Assets</b>	 <u><u>\$12,019.39</u></u>	 <u><u>\$0.00</u></u>	 <u><u>\$12,019.39</u></u>
<u><b>Liabilities and Net Assets</b></u>			
<u><b>Current Liabilities</b></u>			
Accounts Payable	\$10,715.40		\$10,715.40
Total Current Liabilities	<u>\$10,715.40</u>	<u>\$0.00</u>	<u>\$10,715.40</u>
 <b>Total Liabilities</b>	 <u><u>\$10,715.40</u></u>	 <u><u>\$0.00</u></u>	 <u><u>\$10,715.40</u></u>
 <u><b>Net Assets</b></u>			
Net Assets, General	139,676.08		139,676.08
Current Year Net Assets - General Government	(138,372.09)		(138,372.09)
Net Assets, General		(147,713.59)	(147,713.59)
Current Year Net Assets - General Government		147,713.59	147,713.59
 <b>Total Net Assets</b>	 <u><u>\$1,303.99</u></u>	 <u><u>\$0.00</u></u>	 <u><u>\$1,303.99</u></u>
 <b>Total Liabilities and Net Assets</b>	 <u><u>\$12,019.39</u></u>	 <u><u>\$0.00</u></u>	 <u><u>\$12,019.39</u></u>

**Holly Hill Road East CDD**  
**Statement of Activities**  
**As of 10/31/2017**

	General Fund	Capital Projects Fund	Total
<b><u>Revenues</u></b>			
Developer Contributions	\$19,650.00		\$19,650.00
Inter-fund Transfers In	(147,713.59)		(147,713.59)
Inter-fund Transfers In		\$147,713.59	147,713.59
Total Revenues	<u>(\$128,063.59)</u>	<u>\$147,713.59</u>	<u>\$19,650.00</u>
<b><u>Expenses</u></b>			
Supervisor Fees	\$1,000.00		\$1,000.00
D&O Insurance	2,250.00		2,250.00
Management	1,666.67		1,666.67
Legal Advertising	341.83		341.83
Web Site Maintenance	2,125.00		2,125.00
Dues, Licenses, and Fees	175.00		175.00
General Insurance	2,750.00		2,750.00
Total Expenses	<u>\$10,308.50</u>	<u>\$0.00</u>	<u>\$10,308.50</u>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>			
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
Change In Net Assets	(\$138,372.09)	\$147,713.59	\$9,341.50
Net Assets At Beginning Of Year	<u>\$139,676.08</u>	<u>(\$147,713.59)</u>	<u>(\$8,037.51)</u>
Net Assets At End Of Year	<u><u>\$1,303.99</u></u>	<u><u>\$0.00</u></u>	<u><u>\$1,303.99</u></u>

**Holly Hill Road East CDD**  
 Budget to Actual  
 For the Month Ending 10/31/2017

	YTD Actual	YTD Budget	YTD Variance	FY 2018 Adopted Budget
<b><u>Revenues</u></b>				
Developer Contributions	\$ 19,650.00	\$ 15,000.00	\$ 4,650.00	\$ 180,000.00
<b>Net Revenues</b>	<b>\$ 19,650.00</b>	<b>\$ 15,000.00</b>	<b>\$ 4,650.00</b>	<b>\$ 180,000.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Supervisor Fees	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 6,000.00
D&O Insurance	2,250.00	-	2,250.00	-
Trustee Services	-	500.00	(500.00)	6,000.00
Management	1,666.67	1,666.67	-	20,000.00
Engineering	-	1,250.00	(1,250.00)	15,000.00
Dissemination Agent	-	416.67	(416.67)	5,000.00
District Counsel	-	2,083.33	(2,083.33)	25,000.00
Audit	-	500.00	(500.00)	6,000.00
Travel and Per Diem	-	41.67	(41.67)	500.00
Telephone	-	16.67	(16.67)	200.00
Postage & Shipping	-	25.00	(25.00)	300.00
Copies	-	41.67	(41.67)	500.00
Legal Advertising	341.83	666.67	(324.84)	8,000.00
Bank Fees	-	20.83	(20.83)	250.00
Miscellaneous	-	91.65	(91.65)	1,100.00
Web Site Maintenance	2,125.00	241.67	1,883.33	2,900.00
Dues, Licenses, and Fees	175.00	20.83	154.17	250.00
Aquatic Contract	-	1,000.00	(1,000.00)	12,000.00
General Insurance	2,750.00	500.00	2,250.00	6,000.00
Landscaping Maintenance & Material	\$ -	\$ 5,416.67	\$ (5,416.67)	\$ 65,000.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 10,308.50</b>	<b>\$ 15,000.00</b>	<b>\$ (4,691.50)</b>	<b>\$ 180,000.00</b>
 <b>Total Expenses</b>	 <b>\$ 10,308.50</b>	 <b>\$ 15,000.00</b>	 <b>\$ (4,691.50)</b>	 <b>\$ 180,000.00</b>
 <b>Net Income (Loss)</b>	 <b>\$ 9,341.50</b>	 <b>\$ -</b>	 <b>\$ 9,341.50</b>	 <b>\$ -</b>