

# 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 meeting of the Board of Supervisors for the Holly Hill Road East Community Development District, scheduled to be held **Wednesday, December 19, 2018 at 10:00 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: **1-866-546-3377**      Participant Code: **964985**

## **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 11, 2018 Special Meeting, October 17, 2018 Board of Supervisors Meeting, and November 7, 2018 Special Meeting**

### **Business Matters**

2. **Consideration of Resolution 2019-04, Ratifying the Sale of the Series 2018 Bonds** *(provided under separate cover)*
3. **Consideration of Amended and Restated Disclosure of Public Financing** *(provided under separate cover)*
4. **Consideration of Notice of Lien of Special Assessments, Series 2018** *(provided under separate cover)*
5. **Consideration of Notice of Boundary Amendment**
6. **Presentation of Second Amended & Restated Engineer's Report (Phase 4)** *(provided under separate cover)*
7. **Presentation of Second Amended & Restated Assessment Methodology (Phase 4)** *(provided under separate cover)*
8. **Consideration of Resolution 2019-05, Declaring Special Assessments on the Expansion Area** *(provided under separate cover)*
9. **Consideration of Resolution 2019-06, Setting a Public Hearing on the Imposition of Special Assessments on the Expansion Area** *(provided under separate cover)*
10. **Consideration of Resolution 2019-07, Setting a Public Hearing on the District's Intent to Use the Uniform Method of Collection for the Expansion Area** *(provided under separate cover)*
11. **Consideration of Navitas Lease Agreement for Playground Equipment**
12. **Consideration of CRI Engagement Letter for FY2018 Auditing Services**
13. **Consideration of Agreement between the District and Danielle Fence Mfg. Co. Proposal for Perimeter Fence** *(provided under separate cover)*

- 14. Ratification of Henkelman Construction, Inc. – Change Order No. 1 –  
Addition of Bond to Amenity Center Contract**
- 15. Ratification of Tucker Paving Inc. – Change Order No. 18-978 – Lift Station**
- 16. Ratification of Payment Authorization Nos. 45 – 52**
- 17. 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**

**Minutes**

## **MINUTES OF MEETING**

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

***Thursday October 11, 2018 at 9:22 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

Also, Present:

Sarah Sandy	Hopping Green & Sams, P.A. (via phone)
Jane Gaarlandt	Fishkind & Associates, Inc.
Patrick Marone	Cassidy Group (joined @ 9:28 a.m.)

### **FIRST ORDER OF BUSINESS**

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

The meeting was called to order at 9:22 a.m. Those in attendance are outlined above.

### **SECOND ORDER OF BUSINESS**

#### **Public Comment Period**

Ms. Gaarlandt noted for the record that there were no members of the public present at this time.

### **THIRD ORDER OF BUSINESS**

#### **Amenity Center Financing**

- a) **Consideration of Second Joint Agreement between Holly Hill Road East Community Development District, The North Boulevard Community Development District, and**

**HHR East, LLC, Regarding  
the Joint Acquisition of Certain  
Work Product, Improvements  
and Real Property**

Ms. Sandy explained the Second Joint Acquisition Agreement governs any acquisition of the amenity center work product, improvements, and real property for all future phases after Phase 1 in the District and North Boulevard CDD. It also allows for the assignment of construction contracts to the District. She also noted that the North Boulevard CDD Board would be considering the agreement at their November 17<sup>th</sup> meeting.

On MOTION by Mr. Shapiro, seconded by Mr. Heath, with all in favor, the Board approved Consideration of Second Joint Agreement between Holly Hill Road East Community Development District, The North Boulevard Community Development District, and HHR East, LLC, Regarding the Joint Acquisition of Certain Work Product, Improvements and Real Property.

**b) Consideration of Resolution  
2019-01, Authorizing Not to  
Exceed \$550,000 Bond  
Anticipation Note, Series 2018  
(Amenity Center Line of  
Credit)**

Ms. Sandy stated that Bond Counsel was going to present this. Ms. Sandy presented Resolution 2019-01 to the Board. She stated that the Bond Anticipation Note would allow the entities to advance fund for the District up to \$550,000.00 and the funds would be used for the Amenity Center construction and pay the proportionate share for Phases 3 and the anticipated Phase 4 for Holly Hill. It would allow for those amounts to incur interest and it is anticipated that any amount advanced under the note would be repaid by future Bond issuance and if the District ended up not issuing those Bonds then the District would be obligated to levy assessments on Phase 3 and the anticipated Phase 4 to repay the debt amounts that were advanced. Ms. Sandy asked if Mr. Shapiro wanted to recuse himself from this vote.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with 4 in favor and 1 abstained, the Board approved Resolution 2019-01, Authorizing Not to Exceed \$550,000 Bond Anticipation Note, Series 2018.

Mr. Marone joined the meeting in progress at 9:28 a.m.

#### **FOURTH ORDER OF BUSINESS**

#### **Consideration of Construction Funding Agreement with HHR East, LLC for Phase 2 Costs**

Ms. Sandy explained the Construction Funding Agreement provides that HHR East, LLC will pay for the District's Phase 2 construction costs until it can issue bonds for such purpose, which it plans to do within the next month or 2, and the agreement covers both the Phase 2 infrastructure and Phase 2's proportionate share of the amenity facility .

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Board approved the Construction Funding Agreement with HHR East, LLC for Phase 2 Costs.

#### **FIFTH ORDER OF BUSINESS**

#### **Consideration of Acquisition Agreement with HHR East, LLC, Regarding Phase 2 Work Product, Improvements, and Real Property**

Ms. Sandy explained the Acquisition Agreement governs any acquisition of the Phase 2 work product, improvements, and real property, except for the Amenity Facility improvements, and provides for the assignments of constructions contracts to the District.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board adopted Acquisition Agreement with HHR East, LLC, Regarding Phase 2 Work Product, Improvements, and Real Property.

#### **SIXTH ORDER OF BUSINESS**

#### **Consideration of Assignment of Construction Contract for the Amenity Facility**

- a) Assignment of Contract
- b) Phase 2 Construction Contract  
between Tucker Paving, Inc.,  
and HHR East, LLC

Ms. Sandy provided some background to the Board, explaining HHR East, LLC, has begun constructing the capital improvement infrastructure the District planned to construct in Phase 2, as well as the amenity facility because the District did not have the financing means at the time; however, it has determined it would be more economical for the District to complete the construction, and the District will shortly have the finances to do so; therefore, HHR East, LLC, has proposed that the District accept assignment of the construction contract it has with Tucker Paving. Ms. Sandy explained HHR East bid out the Tucker Paving contract using the same competitive bidding procedures the District uses and the form of EJCDC contract documents the District uses. Ms. Sandy explained the Assignment of Construction Contract for the Amenity Facility and the Phase 2 Construction Contract between Tucker Paving, Inc., and HHR East, LLC. She stated that the total contract price is in the amount of \$1,990,113.48.

On MOTION by Mr. Heath, seconded by Mr. Shapiro, with all in favor, the Board approved the Assignment of Construction Contract for Phase 2 infrastructure with Tucker Paving, Inc. from HHR East, LLC to the District, and all documents included in the agenda packet related thereto.

## **SEVENTH ORDER OF BUSINESS**

### **Consideration of Resolution 2019-02, Direct Purchase Resolution**

Ms. Sandy explained Florida statute exempts construction materials directly purchased by

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor the Board approved Resolution 2019-02, Direct Purchase Resolution.

the form documents that are needed in order to properly document each purchase.

Ms. Gaarlandt explained that part of the Direct Purchase Resolution is to take out the builders' risk insurance and she requested approval from the Board to bind the insurance.

On MOTION by Mr. Shapiro, seconded by Ms. Schwenk, with all in favor the Board authorized the District manager to bind the Builders Risk Insurance for the Direct Purchases for Phase 2.



## **EIGHTH ORDER OF BUSINESS**

### **Consideration of Uniform Collection Agreement between Polk County Tax Collector and the District**

Ms. Gaarlandt explained the Uniform Collection Agreement to the Board.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor the Board approved the Uniform Collection Agreement between Polk County Tax Collector and the District.

## **NINTH ORDER OF BUSINESS**

### **Staff Reports**

**District Counsel –** Ms. Sandy stated that the District will be posting for the next series of Bonds soon and hopefully pre-closing and closing on that in early November.

**District Engineer –** Not Present

**District Manager –** No Report

## **TENTH ORDER OF BUSINESS**

### **Supervisor Requests and Audience Comments**

Mr. Shapiro asked Ms. Sandy that when the Board approved the different funding agreements today if it included the Bond Anticipation Note. Ms. Sandy confirmed that it was approved as Resolution 2019-01. She will bring it before the North Boulevard Board, not for approval but to put it on the record for presenting it to that Board and accepting any comments from that Board. She noted that several of those Board Members also serve on the Board for Holly Hill Road East.

Mr. Shapiro stated that the District Engineer is going to issue the notice to proceed to Tucker Paving and asked if that needs Board approval or if it is standard. Ms. Sandy replied that it is standard and the District needs the Payment and Performance Bond from them first before the District can issue the notice to proceed. Mr. Shapiro will call them after this meeting to get that.

Mr. Shapiro asked if she prepared the Notice of Commencement. Ms. Sandy responded that she believed that Ms. Warren sent him a form of it but Ms. Sandy said that she can prepare it if the Board would like and asked Mr. Shapiro if he wanted her to send it to him. He responded yes. He asked if she would be able to do that today. Ms. Sandy replied that her network is not back up yet so she has not access to anything on the email or document management system. She said that getting something out will be difficult. She asked Mr. Shapiro to review what Ms. Warren sent him and asked if he can put it together from that and if not to call her and they can work something out.

Mr. Shapiro asked if there was anything else the District needed to do regarding starting up development. Ms. Sandy responded that she sent Ms. Gaarlandt the forms for the purchase orders and they need to be executed and have the insurance in place and then the District will be ready to move forward. Mr. Shapiro asked if Ms. Gaarlandt has the authority to sign the purchase orders.

Ms. Sandy replied that she has the authority already through the resolution the Board just adopted.

#### **ELEVENTH ORDER OF BUSINESS**

#### **Adjournment**

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

On MOTION by Mr. Shapiro, seconded by Mr. Rhinehart, with all in favor, the Board adjourned the October 11, 2018 Special meeting of the Board of Supervisors for Holly Hill Road East.

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Secretary / Assistant Secretary

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Chairman / Vice Chairman



## **MINUTES OF MEETING**

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

***Wednesday October 17, 2018 at 10:02 a.m.***

***Offices of Cassidy Homes***

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

***Winter Haven, Florida 33880***

Board Members present at roll call:

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

Also, Present:

Jane Gaarlandt	Fishkind & Associates, Inc.	
Camille Evans	Greenberg Traurig	(via phone)
Sarah Sandy	Hopping Green & Sams, P.A.	(via phone)

### **FIRST ORDER OF BUSINESS**

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

The meeting was called to order at 10:02 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 August 15, 2018 Board of Supervisors Meeting**

The Board reviewed the minutes of the August 15, 2018 Board of Supervisors Meeting.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Board approved the Minutes of the August 15, 2018 Board of Supervisors Meeting.

#### **FOURTH ORDER OF BUSINESS**

#### **Consideration of the First Amendment to the Agreement Between Creative Association Services, Inc., and the District for Landscape Maintenance Services**

Ms. Gaarlandt explained that at the previous meeting the proposal was approved but there was a change with the slope work being taken out and this amendment formalizes that change.

Ms. Schwenk noted that she needs to recuse herself from the vote.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with 3 in favor and 1 abstained, the Board approved First Amendment to the Agreement Between Creative Association Services, Inc., and the District for Landscape Maintenance Services.

#### **FIFTH ORDER OF BUSINESS**

#### **Ratification of Requisition No. 93-A for the Amenity Center Lands**

Ms. Sandy asked this is a ratification of the requisition that was already approved and paid. She noted that this was the one for the Amenity Center lands in the amount of \$280,000.00 and was paid out of the District's Series 2017 Bond proceeds as approved by the Board previously

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved Ratification of Requisition No. 93-A for the Amenity Center Lands.

#### **SIXTH ORDER OF BUSINESS**

#### **Ratification of Payment Authorization Nos. 38 - 44**

The Board reviewed Payment Authorization Nos. 38 – 44.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Board ratified Payment Authorization Nos. 38 - 44.

## **SEVENTH ORDER OF BUSINESS**

### **Review of Monthly Financials**

The Board reviewed the monthly financials. There was no Board action required at this time.

Mr. Heath asked why there is a \$4,000.00 cost for the Property Appraiser. Ms. Gaarlandt stated that it is related to the District going on roll. She noted that she will ask the accountant and get back to him with the answer. Mr. Heath realized it was in the payment authorizations.

## **EIGHTH ORDER OF BUSINESS**

### **Staff Reports**

**District Counsel –** Ms. Sandy stated that she had a successful public hearing and first reading of the ordinance for the boundary amendment on Monday and there were a few questions regarding the school site that Mr. Heath was able to answer. She noted that there were no objections from the Commission. She stated that it is set for a second reading on November 5, 2018 and she hopes to have it approved at that time.

Ms. Sandy stated that the District is considering doing a special meeting and pre-closing for the 2018 Bonds on November 7, 2018 and she wanted to make sure that District staff check everyone's schedule and set that special meeting at this time. Mr. Shapiro stated he will be there. The closing will be done at the Cassidy office.

Ms. Sandy asked Ms. Evans if the meeting can be done mid-morning because she has another meeting in the afternoon. Ms. Sandy stated that a special meeting may be scheduled for North Boulevard as well in order to do a delegation resolution. Mr. Shapiro stated that it might be too soon depending on when the Bonds will be issued. He stated that Jon suggested not holding the special meeting until; closer to Bond issuance. Ms. Gaarlandt stated that if the District needs Mr. Plenzler to call in for anything he has a conflict at 10:00 a.m. Ms. Evans stated that she is open

around 11:00 on November 7, 2018. Ms. Gaarlandt will notice a special meeting for Wednesday November 7, 2018 at 11:00 a.m.

**District Engineer** – Not Present

**District Manager** – No Report

**NINTH ORDER OF BUSINESS**

**Supervisor Requests and Audience  
Comments**

There were no Supervisor requests or Audience comments.

**TENTH 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. Heath, with all in favor, the Board adjourned the October 17, 2018 meeting of the Board of Supervisors for Holly Hill Road East.

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Secretary / Assistant Secretary

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Chairman / Vice Chairman







## **MINUTES OF MEETING**

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

***Wednesday November 7, 2018 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
Lauren Schwenk	Board Member
John Mazuchowski	Board Member
Andrew Rhinehart	Board Member
Scott Shapiro	Board Member

Also, Present:

Jane Gaarlandt	Fishkind & Associates, Inc.
Kevin Plenzler	Fishkind & Associates, Inc.
Sarah Sandy	Hopping Green & Sams, P.A.
Dennis Wood	Dennis Wood Engineering, LLC (by phone)
Sarah Parrow	Gray Robinson
James Audette	US Bank Global Corporate Trust
Drew White	Cassidy Group

### **FIRST ORDER OF BUSINESS**

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

The meeting was called to order at 11:04 a.m. Those in attendance are outlined above.

### **SECOND ORDER OF BUSINESS**

#### **Public Comment Period**

There were no public comments at this time.

### **THIRD ORDER OF BUSINESS**

#### **Consideration of Financing Matters Relative to Phase 2**

##### **a) Presentation of the Engineer's Report**

- b) **Presentation of the Supplemental Assessment Methodology Report, Phase 2**
- c) **Resolution 2019-03, Supplemental 170.08 Assessment Resolution**
- d) **Agreement Regarding Completion of the Series 2018 Project**
- e) **Agreement Regarding True-Up as to the Series 2018 Project**
- f) **Collateral Assignment and Assumption of Development Rights Relating to the Series 2018 Assessments**
- g) **Other Matters**

Mr. Plenzler presented the updated Supplemental Assessment Methodology Report to the Board. Ms. Sandy asked if the lands subject to the assessments receive a special benefit from the Series 2018 project. Mr. Plenzler answered yes. Ms. Sandy asked of the special assessment are reasonably apportioned among the lands subject to the assessments. Mr. Plenzler answered yes. Ms. Sandy asked if it is reasonable, proper, and just to assess the cost of the 2018 Project against the lands in the District in accordance with the Methodology. Mr. Plenzler responded yes. Ms. Sandy asked if the special benefit that the lands receive be equal to or in excess of the Series 2018 Assessments. Mr. Plenzler answered yes. Ms. Sandy asked if it is in the best interest of the District that the Series 2018 Assessments be paid and reflected in accordance with the Methodology. Mr. Plenzler responded yes.

Mr. Wood joined the meeting via phone and presented the Amended and Restated Engineer's Report, as amended by the First Amendment to the Amended and Restated Engineer's Report. Ms. Sandy asked if the total cost of the Series 2018 project for Phase 2 is \$2,792,500.00. Mr. Wood replied that is correct. Ms. Sandy asked if the cost estimates in the Amended and Restated Engineer's report, as amended, are reasonable and proper. Mr. Wood answered yes. Ms. Sandy asked if he is aware of any reason the Series 2018 Project cannot be carried out by the District. Mr. Wood responded no.

Ms. Sandy presented Resolution 2019-03, Supplemental 170.08 Assessment Resolution to the Board, noting among other things it adopts the Engineer's Report, as amended, the Final Supplemental Assessment Methodology for Phase 2, and confirms the lien of the Series 2018 Assessments based on the final terms of the Series 2018 Bonds, including a \$2.8 million par amount, and allocates those assessments to the property in accordance with the methodology.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Board approved Resolution 2019-03, Supplemental 170.08 Assessment Resolution.

Ms. Sandy presented the agreement regarding completion of the Series 2018 project stating it obligates the Developer to complete the remainder of the Series 2018 Project, as identified in the Engineer's Report, for which the Series 2018 Bonds do not otherwise fund or to give the funding necessary for completion of same, except for the amenity project.

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the Board approved the Agreement regarding completion of the Series 2018 Project for execution by the Chair.

Ms. Sandy presented the agreement regarding True-Up as to the Series 2018 Project stating it obligates the Developer to make true-up payments to the District in the event that HHR East, LLC develops fewer units than presently intended.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved the Agreement Regarding True-Up as to the Series 2018 Project for execution by the Chair.

Ms. Sandy explained the Collateral Assignment and Assumption of Development Rights Relating to the Series 2018 Assessments stating it obligates Developer to assign development rights to the District in the event of a default in payment on the Series 2018 Assessments by Developer.

On MOTION by Mr. Heath, seconded by Ms. Schwenk, with all in favor, the Board approved the Collateral Assignment and Assumption of Development Rights Relating to the Series 2018 Assessments.

Ms. Sandy presented the Notice of Series 2018 Assessments. No action was required by the Board.

#### **FOURTH ORDER OF BUSINESS**

#### **Matters Relative to the Phase 2 Construction**

- a) Consideration of Assignment of Construction Contract for Amenity Facility**
  - i.) Assignment of Contract**

ii.) **Amenity Facility  
Construction Contract  
between Henkelman  
Construction, Inc., and  
HHR East, LLC.**

b) **Consideration of Agreement  
between the District and  
Paverscape, Inc, regarding  
Installation Retaining Walls  
(Phase 2)**

Ms. Sandy presented the assignment of construction contract for Amenity Facility stating that similar to the Tucker Paving contract assigned at last month's meeting, HHR East, LLC, has begun constructing the amenity facility infrastructure the District planned to construct in Phase 2, because the District did not have the financing means at the time; however, it has determined it would be more economical for the District to complete the construction, and the District now has the financing in place to do so; therefore, HHR East, LLC, proposed the District accept assignment of the Henkelman construction contract. Ms. Sandy stated the Henkelman contract was competitively bid out using the same bidding procedures the District uses. Ms. Sandy explained the Assignment of Construction Contract for the Amenity Facility between Henkelman and HHR East, LLC. She stated that the total contract price is in the amount of \$802,876.

On MOTION by Ms. Schwenk, seconded by Mr. Shapiro, with all in favor, the Board approved the Assignment of the Amenity Facility Construction Contract with Henkelman Construction, Inc., from HHR East, LLC.

Ms. Sandy presented the agreement between the District and Paverscape, Inc, regarding Installation of Retaining Walls (Phase 2).

On MOTION by Mr. Heath, seconded by Mr. Rinehart, with all in favor, the Board approved the agreement between the District and Paverscape, Inc, regarding Installation Retaining Walls (Phase 2).

## **FIFTH ORDER OF BUSINESS**

### **Staff Reports**

**District Counsel –** Ms. Sandy stated that she had the second reading of the ordinance for the boundary amendment on Monday and it was passed. She stated that it will be official once it is recorded by the Secretary of State.

**District Engineer** – No Report

**District Manager** – Ms. Gaarlandt asked if it was necessary to hold the regular meeting scheduled for November 21, 2018. Ms. Sandy replied that she has nothing that needs to be addressed. Ms. Gaarlandt noted that the next meeting is December 19, 2018.

**SIXTH ORDER OF BUSINESS**

**Supervisor Requests and Audience  
Comments**

There were no Supervisor requests or Audience comments.

**SEVENTH 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. Heath, with all in favor, the Board adjourned the November 7, 2018 Special Meeting of the Board of Supervisors for Holly Hill Road East.

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Secretary / Assistant Secretary

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Chairman / Vice Chairman



**Holly Hill Road East  
Community Development District**

**Resolution 2019-04**





**Holly Hill Road East  
Community Development District**

**Amended and Restated Disclosure of Public Financing**



**Holly Hill Road East  
Community Development District**

**Notice of Lien of Special Assessments, Series 2018**



**Holly Hill Road East  
Community Development District**

**Notice of Boundary Amendment**

INSTR # 2018240742  
BK 10673 Pgs 0622-0626 PG(s)5  
11/16/2018 01:34:39 PM  
STACY M. BUTTERFIELD,  
CLERK OF COURT POLK COUNTY  
RECORDING FEES 44.00

This Instrument Prepared by  
and return to:

Sarah R. Sandy, Esq.  
HOPPING GREEN & SAMS, P.A.  
119 S. Monroe Street, Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314

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**NOTICE OF BOUNDARY AMENDMENT OF THE  
HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**

PLEASE TAKE NOTICE that on November 5, 2018, the City Commission of the City of Davenport, Florida adopted Ordinance No. 864, effective November 5, 2018, amending the boundaries of the Holly Hill Road East Community Development District ("District"). The legal description of the lands encompassed within the District, after amendment, is attached hereto as Exhibit "A." The Holly Hill Road East Community Development District was established by City of Davenport Ordinance No. 814, which became effective on July 10, 2017, as previously amended by City of Davenport Ordinance No. 841, which became effective on March 5, 2018. The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. More information on the powers, responsibilities, and duties of the District may be obtained by examining Chapter 190, *Florida Statutes*, or by contacting the District's registered agent as designated to the Department of Economic Opportunity in accordance with Section 189.014, *Florida Statutes*.

**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 GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, this Notice has been executed on this 14<sup>th</sup> day of November, 2018, and recorded in the Official Records of Polk County, Florida.

**HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**

By: [Signature]  
Warren (Rennie) Heath, II, Chairman

[Signature]  
Witness

PATRICIA MCGUIRT  
Print Name

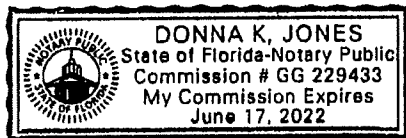
[Signature]  
Witness

JOE D. BRADY  
Print Name

STATE OF FLORIDA  
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of November, 2018, by Warren (Rennie) Heath, II, Chairman 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 SEAL)



[Signature]  
Notary Public, State of Florida  
Print Name: Donna Jones  
Commission No. 66229433 Expires: 6.17.22

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**BEGIN** AT THE NORTHWEST CORNER OF SAID TRACT 29, AND RUN THENCE ALONG THE NORTH LINE THEREOF S-89°53'06"-E, 326.18 FEET TO THE NORTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SAID TRACT 21; THENCE ALONG THE WEST LINE OF SAID TRACT 21 N-00°25'33"-W, 640.90 FEET TO A POINT ON THE SOUTH MAINTAINED RIGHT-OF-WAY LINE OF FOREST LAKE DRIVE ACCORDING TO THE MAP AS RECORDED IN MAP BOOK 17, PAGES 100-108, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES: 1) S-89°49'04"-E, 95.08 FEET; THENCE 2) S-88°09'06"-E, 71.24 FEET; THENCE 3) S-89°58'57"-E, 160.16 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 21; THENCE DEPARTING SAID MAINTAINED RIGHT-OF-WAY LINE, AND ALONG THE EAST LINE OF SAID TRACT 21 S-00°23'18"-E, 638.91 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID TRACT 27; THENCE ALONG THE NORTH LINE OF SAID TRACT 27 S-89°53'06"-E, 326.98 FEET TO THE NORTHEAST CORNER THEREOF; THENCE ALONG THE WEST LINE OF SAID TRACT 23 N-00°23'11"-W, 635.57 FEET TO A POINT ON SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE OF FOREST LAKE DRIVE; THENCE ALONG SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES: 1) S-89°36'39"-E, 187.39 FEET; THENCE 2) S-89°59'30"-E, 139.69 FEET TO A POINT ON THE EAST LINE OF SAID TRACT 23; THENCE DEPARTING SAID SOUTH MAINTAINED RIGHT-OF-WAY LINE, AND ALONG THE EAST LINE OF SAID TRACT 23 S-00°23'04"-E, 634.92 FEET TO THE SOUTHEAST CORNER THEREOF, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 26; THENCE ALONG THE EAST LINE OF SAID TRACT 26 S-00°22'59"-E, 635.38 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF NORTH BOULEVARD WEST PER O.R. BOOK 781, PAGE 709 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE PER O.R. BOOK 781, PAGE 709, AND PER O.R. BOOK 781, PAGE 667, AND PER O.R. BOOK 781, PAGE 696, ALL IN THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA, N-89°48'44"-W, 1305.66 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 29; THENCE ALONG THE WEST LINE OF SAID TRACT 29 N-00°26'06"-E, 633.72 FEET TO THE **POINT OF BEGINNING**.

**AND**

**BEGIN** AT THE NORTHEAST CORNER OF SAID TRACT 12 AND RUN THENCE ALONG THE EAST LINE THEREOF, S-00°39'44"-E, 650.29 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 12, 13, 14, 15 AND 16 N-89°20'55"-W, 1628.90 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF HOLLY HILL ROAD, PER O.R. BOOK 781, PAGE 713 PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE, AND THEN CONTINUING ALONG THE EAST RIGHT-OF-WAY OF HOLLY HILL ROAD, PER O.R. BOOK 781, PAGE 715 PUBLIC RECORDS OF POLK COUNTY, FLORIDA N-00°29'26"-W, 643.68 FEET TO A POINT ON THE NORTH LINE OF SAID TRACT 16; THENCE ALONG THE NORTH LINE OF SAID TRACTS 16, 15, 14, 13 AND 12, S-89°34'47"-E, 1626.84 FEET TO THE **POINT OF BEGINNING**.

**AND**

**BEGIN** 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 THE NORTHEAST CORNER OF SAID TRACT 13; THENCE ALONG THE EAST LINE OF SAID TRACT 13 AND THE SOUTHERLY PROJECTION THEREOF, S-00°47'35"-E, 667.62 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 04; THENCE ALONG SAID SOUTH LINE N-89°38'02"-W, 331.52 FEET; THENCE ALONG THE NORTHERLY PROJECTION OF THE EAST LINE OF SAID TRACT 19 AND THE EAST LINE OF SAID TRACT 19 S-00°48'45"-E, 667.55 FEET TO THE SOUTHEAST CORNER THEREOF; THENCE ALONG THE SOUTH LINE OF SAID TRACT 19 S-89°30'27"-W, 331.42 FEET TO THE SOUTHWEST CORNER OF SAID TRACT 19, 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 POINT ON THE NORTH RIGHT-OF-WAY LINE OF COUNTY ROAD 547 (80' RIGHT-OF-WAY WIDTH); THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE S-89°29'00"-W, 647.50 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 32; THENCE ALONG SAID WEST LINE THEREOF, AND ALONG THE WEST LINE OF SAID TRACT 17 AND THE NORTHERLY PROJECTION THEREOF, N-00°46'25"-W, 1298.68 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 04, ALSO BEING THE SOUTH LINE OF THE NORTHWEST ¼ OF THE SOUTHWEST ¼ OF SAID SECTION 04; THENCE ALONG THE SOUTHERLY PROJECTION OF THE WEST LINE OF SAID TRACT 16, AND ALONG SAID WEST LINE N-00°45'52"-W, 669.51 FEET TO THE **POINT OF BEGINNING**.



**AND**

**BEGIN** AT A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 22, SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 27 OF SAID HOLLY HILL GROVE & FRUIT COMPANY SUBDIVISION, AND RUN ALONG THE WEST LINE OF SAID TRACT 22 N-00°23'47"-W, 642.49 FEET TO 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) N-89°47'53"-E, 100.29 FEET; 2) THENCE S-89°09'22"-E, 206.27 FEET; THENCE 3) S-89°49'49"-E, 20.44 FEET TO THE INTERSECTION OF SAID SOUTH MAINTAINED RIGHT-OF-WAY AND THE EAST LINE OF SAID TRACT 22; THENCE ALONG SAID EAST LINE S-00°22'41"-E, 640.18 FEET TO A 5/8" IRON ROD AND CAP "LB 8135" STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 22, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SAID TRACT 27; THENCE ALONG THE SOUTH LINE OF SAID TRACT 22, ALSO BEING THE NORTH LINE OF SAID TRACT 27, N-89°55'26"-W, 326.76 FEET TO THE **POINT OF BEGINNING**.

**AND**

**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**.

**AND**

TRACT 14 IN THE SOUTHWEST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**AND**

TRACT 13 IN THE SOUTHWEST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**AND**

TRACT 12 IN THE SOUTHWEST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

ALL ALSO BEING DESCRIBED AS:

BEGIN AT A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE NORTHEAST CORNER OF SAID TRACT 12, AND RUN THENCE ALONG THE EAST LINE THEREOF S-00°29'07"-E, 641.93 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE SOUTHEAST CORNER OF SAID TRACT 12; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 12, 13

AND' 14 N-89°38'18"-W, 992.51 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 14; THENCE ALONG THE WEST LINE THEREOF N-00°28'48"-W, 640.28 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE NORTHWEST CORNER OF SAID TRACT 14; THENCE ALONG THE NORTH LINE OF SAID TRACTS 12, 13, AND 14 S-89°44'01"-E, 992.43 FEET TO THE POINT OF THE BEGINNING.

**AND**

TRACT 21 AND 22 IN THE SOUTHWEST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**AND**

TRACT 23 IN THE SOUTHWEST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**AND**

TRACT 24 IN THE SOUTHWEST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, **LESS** THE SOUTH 114 FEET THEREOF, **AND LESS** THE EAST 25 FEET THEREOF FOR RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 781, PAGE 721, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**AND**

THE SOUTH 114 FEET OF TRACT 24 IN THE SOUTHWEST ¼ OF SECTION 05, TOWNSHIP 27 SOUTH, RANGE 27 EAST, POLK COUNTY, FLORIDA, OF "FLORIDA DEVELOPMENT CO. TRACT," ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGES 60-63, PUBLIC RECORDS OF POLK COUNTY, FLORIDA, **LESS** THE EAST 25 FEET THEREOF FOR RIGHT-OF-WAY PER OFFICIAL RECORDS BOOK 781, PAGE 721, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

**ALL, ALSO BEING DESCRIBED AS:**

**BEGIN** AT A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE NORTHWEST CORNER OF SAID TRACT 21, AND RUN THENCE ALONG THE NORTH LINE OF SAID TRACTS 21-24, S-89°38'18"-E, 1298.35 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE INTERSECTION OF SAID NORTH LINE AND THE WEST RIGHT-OF-WAY OF HOLLY HILL ROAD PER OFFICIAL RECORDS BOOK 781, PAGE 721 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA; THENCE ALONG SAID WEST RIGHT-OF-WAY, S-00°29'26"-E, 643.54 FEET TO THE INTERSECTION OF SAID WEST RIGHT-OF-WAY AND THE SOUTH LINE OF SAID TRACT 24; THENCE ALONG THE SOUTH LINE OF SAID TRACTS 21-24 N-89°32'35"-W, 1298.46 FEET TO A 5/8" IRON ROD (NO IDENTIFICATION) STANDING AT THE SOUTHWEST CORNER OF SAID TRACT 21; THENCE ALONG THE WEST LINE THEREOF N-00°29'00"-W, 641.38 FEET TO THE **POINT OF BEGINNING**.

**ALL THE ABOVE DESCRIBED LANDS CONTAIN 145.28 ACRES MORE OR LESS.**



**Holly Hill Road East  
Community Development District**

**Second Amended & Restated Engineer's Report  
(Phase 4)**



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

**Second Amended & Restated Assessment Methodology  
(Phase 4)**



**Holly Hill Road East  
Community Development District**

**Resolution 2019-05**





**Holly Hill Road East  
Community Development District**

**Resolution 2019-06**



**Holly Hill Road East  
Community Development District**

**Resolution 2019-07**



**Holly Hill Road East  
Community Development District**

**Navitas Lease Agreement for Playground Equipment**



A UNITED COMMUNITY BANK COMPANY



Dec-10-2018

Dear HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT,

Thank you for your business. I have attached the documents required to finalize your transaction with Navitas Credit Corp. Please have the documents executed as described below:

**Equipment Lease, Rental or Finance Agreement:** Please sign and date the lower left side of the Agreement with the appropriate title.

**Personal Guaranty and/or Corporate Guaranty:** Please have the following individual(s) sign the Unconditional Guaranty Section: THE CASSIDY ORGANIZATION, INC.

**Other Documents:** Please execute any other documents included in this package.

There will be a onetime processing fee of 295.00 charged on your first invoice. Please disregard below unless you prefer to make your monthly payments by ACH.

We offer Automated Clearing House (ACH) for the amount listed above. Please fill out the following, sign and include with your lease document package:

I acknowledge that I am an authorized signor of the bank checking account below and authorize Navitas Credit Corp., or its assignee, to take all amounts, including applicable tax, currently due under Contract # 40428476 with us via ACH.

Company: HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

Routing #: \_\_\_\_\_

Account #: \_\_\_\_\_

Bank Name: \_\_\_\_\_

Bank City/State: \_\_\_\_\_

Signature: \_\_\_\_\_

Your Name		DATE _____ 1234
Street Address		
City, State Zip Code		
PAY TO THE ORDER OF _____		\$ _____
Bank/Financial Institution		DOLLARS
Memo _____		
C 121107113 1234 0005588888		
Routing Number	Check	Account Number

Date: \_\_\_\_\_

This is a onetime ACH for the current amount due under the Agreement.

If you would like to have all future amounts due remitted via ACH to Navitas Credit Corp., or its assignee, please sign below:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

This document may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

\*Please supply a copy of a Voided Company Check for the business listed on this agreement which is financing the equipment\*

Should any of the information on the enclosed documents be incorrect, please notify me immediately at (866) 956-2848 so I can make the appropriate corrections.

Please note that if you do not wish to pay your future payments via ACH (after the advance rental amount) checks must be sent to:

Navitas Credit Corp.  
P. O. Box 935204  
Atlanta, GA 31193-5204

Sincerely,

Amy Whipple  
Navitas Credit Corp.



info@navitascredit.com



www.navitascredit.com



## EQUIPMENT FINANCE AGREEMENT



BORROWER: DEVELOPMENT DISTRICT

Address: 12051 CORPORATE BLVD

City: ORLANDO

February 1991

State: FL Zip: 32817

Phone :

(hereafter referred to as "We", "Us", or "Our")

(Vendor is not an agent of Secured Party nor is Vendor authorized to waive or alter any terms of this

ns of this

<b>Equipment Description / Quantity / Serial # / VIN#</b> SEE SCHEDULE "A"	<b>Term in Months:</b> 63	<b>First Payment:</b> \$0.00
	<b>Monthly Payments:</b> 3 @ \$0.00 60 @ \$1,642.78	<b>Last Payment:</b> \$0.00 <b>Security Deposit:</b> \$0.00 <b>Other:</b> \$0.00
	<b>Amount Financed:</b> \$79,447.00	<b>INITIAL AMOUNT DUE:</b> \$ 0.00
<b>Equipment Location (if different than above address)</b> 0 HOLLY HILL ROAD DAVENPORT FL 33837		

**TERMS AND CONDITIONS (PAGE 1 OF 2) – PLEASE READ CAREFULLY BEFORE SIGNING**

1. **AGREEMENT:** You want to acquire the above equipment ("Equipment") from a vendor selected by you ("Vendor") and have requested that we finance the purchase price for you. You unconditionally promise to pay us the sum of all of the monthly payments indicated above or on any schedule ("Payments") and you agree to all of the terms stated in this Agreement. You authorize us to insert any Equipment serial numbers and other identification data and any other omitted facts and to correct obvious errors. We may adjust the monthly payment amount to finance any taxes due at the inception of this Agreement or if the actual cost of the Equipment is less than 10% higher or lower than the amount that the Payment amount was based on. At our discretion we may apply any amounts received from you to any amount you owe under this Agreement.

**2. TERM:** This Agreement shall become effective and shall commence only after you direct us to make disbursements to your Vendor, we approve your Vendor's invoice, we sign this Agreement and we make the initial disbursement or any later date that we designate ("Commencement Date"). The term of this Agreement shall terminate upon the date that all of your payment and other obligations have been paid and satisfied in full ("Term"). The Initial Amount Due shall be due on the Commencement Date and subsequent monthly payments are due on the day we select, payable to a location to be designated by us. **YOUR OBLIGATION TO PAY ALL PAYMENTS AND OTHER OBLIGATIONS TO US IS UNCONDITIONAL AND NOT SUBJECT TO ANY REDUCTION, SET-OFF, DEFENSE OR COUNTERCLAIM. THIS AGREEMENT MAY NOT BE CANCELED FOR ANY REASON WHATSOEVER AFTER COMMENCEMENT EXCEPT BY YOUR PAYMENT AND SATISFACTION OF ALL OF YOUR OBLIGATIONS HEREUNDER.** We have the right, but not the obligation, to electronically withdraw funds from your bank account to pay for any unpaid Payments or other amounts due hereunder. You will provide us with any bank account information we request in order to process electronic payments.

3. **EQUIPMENT:** You agree that you are the owner of and have title to the Equipment, excluding any software. By signing the Pay Proceeds Direction at the end of this Agreement, you authorize us to pay your Vendor, either as a prepayment to your Vendor to initiate delivery or upon your acceptance of the Equipment when it is delivered. You hereby grant to us a first priority, purchase money security interest in the Equipment and all replacements, replacement parts, accessions and attachments now or hereafter made a part of the Equipment, and all cash and non-cash proceeds, and all general intangibles, accounts and chattel paper arising therefrom. You agree, at your expense, to protect and defend our interests in the Equipment. Further, you shall at all times keep the Equipment free from all legal process, liens and other encumbrances if asserted or made against you or the Equipment. You agree we have the right to inspect the Equipment upon reasonable notice to you.

4. **NO WARRANTIES; NO AGENCY:** WE ARE FINANCING THE EQUIPMENT FOR YOU "AS IS". WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ORDINARY USE IN CONNECTION WITH THIS AGREEMENT. Neither the Vendor nor any other person is our agent, nor are they authorized to waive or change any term of this Agreement. No representation, guaranty or warranty by the Vendor or other person is binding on us. No breach by the Vendor will relieve or excuse your obligations to us. If you entered into a maintenance or service agreement the cost of which is included in the Payments, you acknowledge we are not a party to such agreements and are not responsible for any service, repairs, or maintenance of the Equipment. If you have a dispute with your Vendor about delivery, installation, service or any other matter, you must continue to perform all your obligations, hereunder.

5. **SALE/ASSIGNMENT:** YOU MAY NOT SELL, TRANSFER, ASSIGN OR LEASE THE EQUIPMENT OR YOUR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT OUR PRIOR WRITTEN APPROVAL. We may sell, assign or transfer this Agreement or any part of it and/or our interest in the Equipment without notifying you and you agree that if we do, (i) the new Secured Party will have the same rights and benefits that we now have but will not have to perform any of our obligations, (ii) the rights of the new Secured Party will not be subject to any claims, defenses or setoffs that you may have against us or the Vendor, and (iii) you will not assert any claims, defenses or setoffs whatsoever against us or the new Secured Party.

6. **SECURITY DEPOSIT:** As security for the performance of all your obligations hereunder, you have deposited with us the amount set forth in the section shown as "Security Deposit". We have the right, but are not obligated, to apply the security deposit at any time to any amount you owe. Provided you have fully performed all of the provisions of this Agreement, we will return to you any then remaining balance of the security deposit. We will not keep the security deposit separate from our general funds and you shall not be entitled to any interest thereon.

7. **CARE, USE AND LOCATION; LOSS:** You are responsible for installing and keeping the Equipment in good working order and repair. You will keep and use the Equipment only for business or commercial purposes and in compliance with all applicable laws, ordinances or regulations and only at your address shown on this Agreement unless we agree to another location. You will not make any alterations to the Equipment without our prior written consent, nor will you permanently attach the Equipment to any real estate. In the event the Equipment is lost, stolen or damaged, so long as you are not in default hereunder, you shall have the option within

**TERMS AND CONDITIONS (PAGE 1 OF 2) – PLEASE READ CAREFULLY BEFORE SIGNING**

By signing this Agreement you acknowledge that you have read and understand the terms and conditions on each page of this Agreement, and you warrant that the person signing this Agreement on your behalf has the authority to do so and to grant the power of attorney set forth in Section 13 of this Agreement.

I AM AUTHORIZED TO SIGN THIS AGREEMENT ON BEHALF OF BORROWER:

ACCEPTED BY SECURED PARTY: NAVITAS CREDIT CORP., at Columbia, South Carolina

**X:** \_\_\_\_\_ **Date Signed:** \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_ Date Accepted: \_\_\_\_\_  
(signature)

**1. The following are the names of the people who are listed in the table below. Write the name of the person who is listed in the table below.**

**Print Name & Title**

For the purposes of this Guaranty, "you" and "your" refer to the person making the guaranty. "We", "us" and "our" refer to the Secured Party, our successors or assigns. You acknowledge that you have read and understood the Agreement and this Guaranty and that this is an irrevocable, joint, several and continuing guaranty. You agree that you have an interest in the Borrower's business, economic or otherwise, and that we would not enter into this Agreement without this Guaranty. You unconditionally guaranty that the Borrower will fully and promptly pay all its obligations under the Agreement and any future Agreements with us when they are due and will perform all its other obligations under the Agreement even if we modify or renew the Agreement, or if any payments made by the Borrower are rescinded or returned upon the insolvency, bankruptcy or reorganization of the Borrower, as if the payment had not been made. We do not have to notify you if the Borrower is in default under the Agreement. If the Borrower defaults, you will immediately pay and perform all obligations due under the Agreement. You agree that you will not be released or discharged if we: (i) fail to perfect a security interest in the Equipment or any other property which secures the obligations of Borrower or you to us ("Collateral"); (ii) fail to protect the Collateral; or (iii) abandon or release the Collateral or any obligor under the Agreement or this Guaranty. You agree that we do not have to proceed first against the Borrower or any Collateral. You hereby waive any right of exoneration, notice of acceptance of this Guaranty and of all other notices or demands of any kind in which you may be entitled to except for demand for payment. You will reimburse all expenses we incur in enforcing our rights against Borrower or you, including, without limitation, attorney's fees and costs. We may obtain information from and report to credit reporting agencies to enter into the Agreement or to enforce this Guaranty. You consent to personal jurisdiction, forum, choice of law and jury trial and transfer of venue waiver as stated in section 17. **YOU AND WE EACH WAIVE TRIAL BY JURY IN ANY ACTION RELATING TO THE AGREEMENT OR THIS GUARANTY.** This Guaranty may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

X: \_\_\_\_\_ Date Signed: \_\_\_\_\_  
(Signature)

X: \_\_\_\_\_ Date Signed: \_\_\_\_\_  
(signature)

Editor Name:

Full Name:



**TERMS AND CONDITIONS (PAGE 2 OF 2) – PLEASE READ CAREFULLY BEFORE SIGNING**

one week of such event to: (i) repair or replace the Equipment or (ii) pay to us the unpaid balance of the remaining Payments hereunder discounted to present value at the rate of three percent (3%) (or such greater amount that may be required by law) plus any other amounts due or to become due hereunder. **UNDER NO CIRCUMSTANCES ARE WE RESPONSIBLE FOR SERVICE OR MAINTENANCE ON THE EQUIPMENT.**

**8. TAXES:** You will pay when due to your appropriate taxing authority, all taxes, fines and penalties relating to this Agreement or the Equipment, and any applicable registration or titling fees or other governmental charges, that are now or in the future assessed or levied by any government authority or required for the lawful possession and use of the Equipment. Sales taxes due upon the purchase of the Equipment and any other such governmental charges, if included in the purchase price, may be financed hereunder.

**9. INDEMNITY:** We are not responsible for any injuries or losses to you or any other person or property caused by the installation, operation, maintenance, ownership, possession or use of the Equipment. You agree to reimburse us for, hold us harmless from, and defend us against any claims made against us, and for losses or injuries suffered by us, including, without limitation, those arising out of the negligence, tort, or strict liability claims. This indemnity shall continue even after the Term has expired.

**10. INSURANCE:** You agree to maintain comprehensive liability insurance acceptable to us. You also agree to maintain insurance against the loss of or damage to the Equipment for an amount not less than the replacement cost and name us and our assigns as loss payee. If you fail to timely provide such proof to us, we may, but are not obligated to, obtain property loss insurance to protect our interests in the Equipment. If we secure insurance in the form and amounts we deem reasonable: (i) you will reimburse the premium, which may be higher than a premium that you might pay if you obtained the insurance, (ii) the premium may include a profit to us and/or one of our affiliates through an investment in reinsurance or otherwise, and (iii) we will not name you as an insured party and your interests may not be fully protected. Any insurance proceeds received for the Equipment will be applied, at our option, to repair or replace the Equipment, or to the remaining payments due or that become due hereunder, discounted at three percent (3%) (or such greater amount that may be required by law).

**11. DEFAULT:** You will be in default if: (i) you do not pay any amount when due; (ii) you break any of your promises or representations hereunder or under any other agreement with us; (iii) you become insolvent, commence dissolution proceedings, assign your assets for the benefit of your creditors, or a trustee is appointed to take control of your assets; (iv) you or any guarantor enters (voluntarily or involuntarily) into a bankruptcy or other insolvency-related proceeding; (v) you default on any obligations to any of your other creditors; (vi) you have made any untrue or misleading representations to us; (vii) any guarantor dies; or (viii) you change your name, state of organization, chief executive office and/or place of residence without providing us with 30 days prior written notice of such change.

**12. REMEDIES:** In the event of a default by you, we can: (i) cancel this Agreement; (ii) declare you in default under any other agreement you have with us, and exercise any or all remedies provided to us thereunder; (iii) disable the Equipment or require that you ship the Equipment to us at your expense; (iv) accelerate and demand that you pay all the remaining Payments due under this Agreement discounted to present value at three percent (3%) (or such greater amount that may be required by law) together with any other amounts due hereunder; and/or (v) pursue any of the remedies available to us under the UCC or any other law, including repossession of the Equipment or other Collateral. Interest shall accrue on all amounts due us from the date of default until paid at the rate of the lesser of (i) one and one-half percent (1.5%) per month and (ii) the maximum rate permitted by law ("Remedy Interest Rate"). You agree to reimburse us for all charges, costs, expenses and attorney's fees that we have to pay to enforce this Agreement. If you return the Equipment pursuant to clause "(iii)" above or we take possession of the Equipment, you agree to pay the cost of repossession, storing, shipping, repairing and selling or leasing the Equipment. You agree that we do not have to notify you that we are selling or leasing the Equipment except as otherwise required by law. You also agree that we are entitled to abandon the Equipment if we believe it to be in our best interest.

**13. BORROWER REPRESENTATIONS AND OTHER AUTHORIZATIONS:** You hereby represent, warrant and promise to us that: (i) you have had an adequate opportunity to study this Agreement and consult your legal and other advisors before signing, and this Agreement is enforceable against you in accordance with its terms; (ii) you are not subject to any bankruptcy proceeding; and (iii) if this document was sent by you to us electronically, it has not been altered in any way and any alteration or revision to any part of this or any attached documents will make all such alterations or revisions non-binding and void. You hereby authorize us, and appoint us or our designee as your attorney-in-fact, to endorse insurance proceeds and to execute and file financing statements (naming you as "Debtor") and documents of title and registration (if applicable) on the Equipment or Collateral, and you agree to reimburse us for our out-of-pocket costs relating thereto.

**14. FEES AND CHARGES:** If any part of any Payment is not made by you when due, you agree to pay us fifteen percent (15%) of each past due amount (or the maximum amount permitted by law, if less than 15%). You agree to pay an administrative fee of fifty dollars (\$50.00) if any check or ACH is dishonored or returned. **AS A MATERIAL INDUCEMENT TO US TO ENTER INTO THIS AGREEMENT AND FINANCE YOUR EQUIPMENT, YOU AGREE THAT IF ANY PAYMENT, CHARGE OR FEE BILLED OR COLLECTED BY US IS FOUND TO EXCEED THE MAXIMUM AMOUNT ALLOWED BY LAW, THEN (I) WE MAY MODIFY ANY SUCH EXCESSIVE AMOUNT BILLED SO AS TO MAKE IT NOT EXCESSIVE, (II) WE MAY REFUND TO YOU THE EXCESSIVE AMOUNT, TOGETHER WITH INTEREST AT THE "REMEDY INTEREST RATE" (AS DEFINED IN SECTION 12), AND (III) THE FOREGOING SHALL BE YOUR EXCLUSIVE REMEDY FOR THE BILLING OR COLLECTING OF THE EXCESSIVE AMOUNTS AND YOU WILL NOT RAISE ANY OTHER CLAIM, COMPLAINT OR OBJECTION WITH RESPECT THERETO.**

**15. ENTIRE AGREEMENT; CHANGES:** This Agreement contains the entire agreement between you and us relating to the financing of the Equipment, and it may not be terminated or otherwise changed except in writing by both of us. A limiting endorsement on a check or other form of payment will not be effective to modify your obligations or any of the other terms of this Agreement, and we may apply any payment received without being bound by such limiting endorsements.

**16. COMPLIANCE; NOTICES:** In the event you fail to comply with any terms of this Agreement, we can, but we do not have to, take any action necessary to effect your compliance upon ten (10) days prior written notice to you. If we are required to pay any amount to obtain your compliance, the amount we pay plus all of our expense in causing your compliance, shall become additional obligations and shall be paid by you together with the next due payment. This Agreement is for the benefit of and is binding upon you, your personal representatives, successors and assigns. Any notice required by this Agreement or the UCC shall be deemed to be delivered when a record properly directed to the intended recipient has been (i) deposited with the US Postal Service, (ii) transmitted by facsimile or through the Internet, provided there is reasonably sufficient proof that it was received by the intended recipient; or (iii) has been personally delivered.

**17. CHOICE OF LAW; JURISDICTION:** THIS AGREEMENT SHALL NOT BE BINDING UNTIL IT IS ACCEPTED BY US IN WRITING, AND YOU HEREBY STIPULATE THAT OUR ACCEPTANCE AND SIGNING OF THIS AGREEMENT IN SOUTH CAROLINA FOLLOWING YOUR SIGNATURE MEANS THAT THIS AGREEMENT WAS MADE IN SOUTH CAROLINA. YOU HEREBY ACKNOWLEDGE THAT OUR ACCOUNT SERVICING OPERATIONS (INCLUDING THOSE SERVICING YOUR ACCOUNT) ARE LOCATED IN SOUTH CAROLINA. YOU HEREBY AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF SOUTH CAROLINA, BUT WITHOUT GIVING EFFECT TO THE LAWS OF SOUTH CAROLINA GOVERNING CHOICE OF LAW. YOU CONSENT TO THE JURISDICTION OF THE STATE OR FEDERAL COURTS LOCATED IN THE STATE OF SOUTH CAROLINA FOR THE COUNTY OF LEXINGTON, AND AGREE THAT ANY ACTIONS OR PROCEEDINGS INITIATED BY YOU ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT (WHETHER SOUNDING IN BREACH OF CONTRACT, TORT OR OTHERWISE) SHALL BE BROUGHT ONLY IN SUCH COUNTY IN SOUTH CAROLINA; PROVIDED HOWEVER, WE MAY BRING ACTION AGAINST YOU IN ANY STATE OR FEDERAL COURTS OUTSIDE SOUTH CAROLINA WE CHOOSE IN OUR SOLE DISCRETION, PROVIDED ONLY THAT SUCH COURT HAS PROPER JURISDICTION. IN THE EVENT THIS AGREEMENT IS ASSIGNED BY US, YOU CONSENT TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS OF THE ASSIGNEE'S PRINCIPAL PLACE OF BUSINESS. YOU UNDERSTAND THAT YOUR AGREEMENT TO SOUTH CAROLINA LAW AND YOUR SUBMISSION TO PERSONAL JURISDICTION IN SOUTH CAROLINA DIRECTLY BENEFITS US AND IS A MATERIAL INDUCEMENT TO OUR ENTERING INTO THIS AGREEMENT AND FINANCING YOUR EQUIPMENT. YOU AND WE EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING, WHETHER BROUGHT IN CONTRACT OR TORT, OR AT LAW OR IN EQUITY, ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT.

**18. MISCELLANEOUS:** No delay or failure by us to enforce our rights under this Agreement shall prevent us from enforcing any rights at a later time. If any part of this Agreement is determined to be unenforceable, all other parts will remain in full force and effect. Any Equipment discounts we may negotiate with Vendor accrue solely to our benefit. The original of this Agreement shall be that copy which bears your electronic, facsimile or original signature, and our electronic or original signature.

**PAY PROCEEDS DIRECTION TO FINANCE AGREEMENT**

You hereby irrevocably instruct us to pay the Vendor(s) listed below for the Equipment listed on Vendor(s) proposals approved by us. You hereby acknowledge that the Equipment has been delivered and is acceptable in all respects OR the Equipment has NOT been delivered but you hereby authorize us to make payment to the Vendor(s) in order to initiate delivery. Disbursement by us in accordance with the foregoing instructions shall constitute payment and delivery to and receipt by you of any and all such proceeds.

<b>X</b> <small>(Signature)</small>	<b>Print Name &amp; Title:</b>	<b>Date Signed:</b>
<b>I hereby authorize, in my absence,</b>		<b>Telephone #</b>
<b>Vendor: LEGACY CONSTRUCTION SERVICES GROUP INC</b>	<b>Vendor:</b>	<b>to verify my direction to disburse funds.</b>

UCC201201050A





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## EQUIPMENT SCHEDULE "A"

Lessee/Borrower/Rentee: HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT Agreement #:40428476

This Equipment Schedule "A" is to be attached to and become part of the Agreement referenced above by and between the undersigned and Navitas Credit Corp., Lessor/Secured Party/Rentor.

Equipment:

Page 1 of 2 Initials

Item	Description	Qty
	HOLLY HILLS COMMUNITY	
CSSD	***SHADE AND SHELTER PRODUCTS*** Custom Shade Design - Quad Sail Shade: 30' Length x 30' Width x 8' Entry Height. (4) Columns on Base Plates + 6" surfacing at Ø6.6" Sch-40. Rafters at Ø5.0" 11-Ga Without Glide Elbows. (4) Triangle sails at about 21' x 21' x 30' with hardware.	2
ENGDRAW	Engineered Drawings for Permitting - Shade Structure Seals	1
Shipping	Combined Shipping and Freight Charges	1
RMC	Ready Mix Concrete 2500 PSI MIN	15
RBAR5	No. 5 Rebar	496
FBLOCK	Footer Blocks	32
PERMIT	Permitting Costs	1
FLIFTWK	Fork Lift Weekly Rental	1
MLIFTDAY	Man Lift Daily Rental	1
MINEXDAY	Mini Excavator Daily Rental	1
LBR	Labor and Installation	2
	Sub Total	
	***PLAYGROUND EQUIPMENT***	
PKP024	PKP024-Imperial Springs	1
PSW001NS	PSW001NS-1 Bay Single Post Swing - Frame Only with Hangers	1
PSW800-BK7	1 Seat Package Bucket - Black - 7' Top Rail..	1
PSW009-BK8	PSW009-BK8-1 Bay Package Belts - Black - 8' Top Rail	1
Shipping	Combined Shipping and Freight Charges	1
CC80	Concrete for Anchoring	32
FBLOCK	Footer Blocks	43
Dumpster Rental	Dumpster Rental	1
LBR	Labor and Installation	1
	Sub Total	
	***SAFETY SURFACING (PLAYGROUNDS)***	
APS-Border 8	APS-Border 8 - 8' Border Timber With Spike - Black	58
APS-ADAHalfRa...	APS-ADAHalfRamp - ADA Half Ramp - Black	1
RMSK-UCBLK	LTGUCMN1TS- Natural Black Uncoated Playground Mulch - 2000lb Super Sack	14
GFAB	Weed Barrier	1,890
Shipping	Combined Shipping and Freight Charges	1
LBR	Labor and Installation	1
	Sub Total	
	***DOG PARK***	
PBARK-490	PET WASTE STATION - SQUARE Pet Waste Station - Square Receptacle, INGROUND (color choice: blue or green) (Choose sign option) ..	2
MSBR4XX	M Style Bike Rack - 4 hump In Ground Mount	1

T8ULHDCP	8Ft. Table, 2 Attached 6Ft. Seats, Rounded Corners, 3/4" #9 Expanded Metal, Two 2 3/8" Legs, Portable..	2
ASM-EM6B	ASM-EM6B-Economizer 6' Backed Bench	2
TR32L	TR32L-32 Gallon Trash Receptacle, 1 1/2" #9 Expanded Metal	2
LINER32-BLACK	LINER32-BLACK-Rigid Plastic Liner for TR 32	2
DOM32 BLACK	DOM32 BLACK-Dome Top for TR 22 & TR 32	2

This Equipment Schedule "A" is hereby verified as correct by the undersigned Lessee/Borrower/Rentee, who acknowledges receipt of a copy. This document may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

Lessee/Borrower/Rentee: HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

Signature: X \_\_\_\_\_  
 Title: X \_\_\_\_\_  
 Date: X \_\_\_\_\_



info@navitascredit.com



www.navitascredit.com





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## Progress Payment Agreement

**Lessee/Borrower/Rentee: HOLLY HILL ROAD EAST COMMUNITY  
DEVELOPMENT DISTRICT**

**Agreement #: 40428476**

In reference to the Agreement # 40428476, between Lessee/Borrower/Rentee and Navitas Credit Corp. as Lessor/Secured Party/Rentor:

You negotiated with your supplier, **LEGACY CONSTRUCTION SERVICES GROUP INC ("Supplier")**, to acquire the equipment described in the Agreement (the "Agreement"). Your Supplier requires the payment of all or a substantial portion of the total cost of the equipment (the "Equipment Advance") to be paid to Supplier prior to your receipt and acceptance of the equipment. At your request, we will advance the Equipment Advance to Supplier prior to your receipt and acceptance of the equipment when we receive an invoice acceptable to us, but only on the condition that you agree to the following terms:

To induce us to make the Equipment Advance to Supplier prior to your receipt and acceptance of the equipment, **YOU AGREE THAT YOUR OBLIGATIONS (INCLUDING YOUR PAYMENT OBLIGATIONS) UNDER THE AGREEMENT HEREBY IMMEDIATELY COMMENCE. YOU FURTHER AGREE THAT THE AGREEMENT IS NON-CANCELABLE AND THAT YOU WILL TIMELY PERFORM ALL OF YOUR OBLIGATIONS UNDER THE AGREEMENT, INCLUDING MAKING THE MONTHLY PAYMENTS, WITHOUT ANY CLAIM OF SET-OFF, EVEN IF: (a) SOME OR ALL OF THE EQUIPMENT IS NOT DELIVERED AND/OR INSTALLED; (b) THE EQUIPMENT IS UNTIMELY DELIVERED AND/OR UNTIMELY INSTALLED; AND/OR (c) THE EQUIPMENT DOES NOT, AT THE TIME OF DELIVERY OR THEREAFTER, OPERATE PROPERLY OR THERE IS ANY OTHER NONCONFORMANCE IN THE EQUIPMENT OR IN ANY SERVICE.**

You acknowledge that you understand and agree that in the event you are not satisfied with the delivery or installation of the equipment that you shall only look to persons other than Lessor/Secured Party/Rentor such as the manufacturer, installer, or Supplier and shall not assert against Lessor/Secured Party/Rentor any claim or defense you may have with reference to the equipment, its delivery or non-delivery, or its installation. Upon your signing below, you authorize and direct us to pay the Equipment Advance to your Supplier and your promises under the Agreement will be irrevocable and unconditional in all respects and payments shall begin immediately and shall be due continuously hereafter.

A facsimile, electronic, or original copy of your signature on this Agreement bearing our original or electronic authorized signature will be treated as an original.

\_\_\_\_\_  
NAVITAS CREDIT CORP.  
Lessor/Secured Party/Rentor

\_\_\_\_\_  
HOLLY HILL ROAD EAST COMMUNITY  
DEVELOPMENT DISTRICT  
Lessee/Borrower/Rentee

\_\_\_\_\_  
By

\_\_\_\_\_  
By

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



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## 15 Day Payment Addendum

**Customer Name:** HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

**Contract Number:** 40428476

The above referenced Lease/Finance/Rental agreement is owned by Navitas Credit Corp. and the Customer hereby agrees to amend the Contract as follows:

In the event any amount due under the Contract is not received by Navitas within 15 days after becoming due, Navitas may, without notice to Customer, initiate payment by ACH, Check By Phone or similar draft services against Customer's bank account of which has been provided by the customer. Navitas may increase the amount collected by a service charge equal to 2% of the amount due.

If signature verification is required by the bank or drafting service, Navitas may use the driver's license information Customer provided with the original Contract documents. If Customer closes the bank account without providing Navitas with new bank account information within 5 days, the Contract will be in default.

The undersigned affirms that he/she is an officer, partner, or proprietor of the Customer and is authorized to sign this Addendum on behalf of the Customer. In addition, the undersigned is an authorized signor of the bank account identified above. This document may be executed by facsimile, electronic or original signature and such a copy shall be treated as an original for all purposes.

**Customer:** HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

**Authorized signature:** \_\_\_\_\_

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

**Date:** \_\_\_\_\_



info@navitascredit.com



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**Holly Hill Road East  
Community Development District**

**CRI Engagement Letter for FY 2018 Auditing Services**





Carr, Riggs & Ingram, LLC  
Certified Public Accountants  
500 Grand Boulevard  
Suite 210  
Miramar Beach, Florida 32550

November 2, 2018

(850) 837-3141  
(850) 654-4619 (fax)  
CRIcpa.com

Holly Hill Road East Community Development District  
Fishkind & Associates, Inc.  
12051 Corporate Blvd.  
Orlando, FL 32817

We are pleased to confirm our understanding of the services we are to provide Holly Hill Road East Community Development District for the year ended September 30, 2018. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Holly Hill Road East Community Development District as of and for the year ended September 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Holly Hill Road East Community Development District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Holly Hill Road East Community Development District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule.

#### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Holly Hill Road East Community Development District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Holly Hill Road East Community Development District's financial statements. Our report will be addressed to the Board of Supervisors of Holly Hill Road East Community Development District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial

reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Holly Hill Road East Community Development District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require

certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Holly Hill Road East Community Development District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Other Services**

We will also assist in preparing the financial statements and related notes of Holly Hill Road East Community Development District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

We will also examine the District's compliance with the requirements of Section 218.415, Florida Statutes, Local Government Investment Policies, as of September 30, 2018. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. Our report will be addressed to the Board of Supervisors of the District. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or may withdraw from this engagement.

## Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contract or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives

discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Carr, Riggs & Ingram, LLC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Florida Auditor General or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CRI personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

**Public Records.** Auditor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

- a. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
- b. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Auditor does not transfer the records to the District; and

- d. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Auditor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Auditor transfers all public records to the District upon completion of the Agreement, the Auditor shall destroy (except as required by regulation or professional standard to maintain such records) any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If the Auditor keeps and maintains public records upon completion of the Agreement, the Auditor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

Auditor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Auditor, the Auditor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Auditor acknowledges that should Auditor fail to provide the public records to the District within a reasonable time, Auditor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

**IF THE AUDITOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AUDITOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE AUDITOR MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

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

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Florida Auditor General. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately November 1, 2018 and to issue our reports no later than June 30, 2019. Alan Jowers is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates except that we agree that our fee will not exceed \$3,000. This 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, the audit fee will increase by an amount not to exceed \$3,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered.



during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

### **Dispute Resolution**

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, and, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or some other dispute resolution procedure, they will first try in good faith to resolve the dispute through non-binding mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

### **Electronic Data Communication and Storage and Use of Third Party Service Provider**

In the interest of facilitating our services to your company, we may send data over the Internet, securely store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data that is confidential to your company may be transmitted or stored using these methods. We may use third-party service providers to store or transmit this data, such as, but not limited to, providers of tax return preparation software. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and data access secure in accordance with our obligations under applicable laws and professional standards. We also require our third-party vendors to do the same.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors. You consent to our use of these electronic devices and applications and submission of confidential client information to third-party service providers during this engagement.

To enhance our services to you, we will use a combination of remote access, secure file transfer, virtual private network or other collaborative, virtual workspace or other online tools or environments. Access through any combination of these tools allows for on-demand and/or real-time collaboration across geographic boundaries and time zones and allows CRI and you to share data, engagement information, knowledge, and deliverables in a protected environment. In order to use certain of these tools and in addition to execution of this acknowledgement and engagement letter, you may be required to execute a separate client acknowledgement or agreement and agree to be bound by the terms, conditions and limitations of such agreement. You agree that CRI has no responsibility for the activities of its third-party vendors supplying these tools and agree to indemnify and hold CRI harmless with respect to any and all claims arising from or related to the operation of these tools. While we may back up your files to facilitate our services, you are solely responsible for the backup of your files and records; therefore, we recommend that you also maintain your own backup files of these records.

We appreciate the opportunity to be of service to Holly Hill Road East Community Development District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*Carr, Riggs & Ingram, L.L.C.*

CARR, RIGGS & INGRAM, LLC  
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of Holly Hill Road East Community Development District.

Management signature: \_\_\_\_\_

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

Governance signature: \_\_\_\_\_

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



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**Holly Hill Road East  
Community Development District**

**Agreement between the District and Danielle Fence  
Mfg. Co. Proposal for Perimeter Fence**

## Sonali Patil

---

**From:** Scott Shapiro <scott@lminv.com>  
**Sent:** Wednesday, November 7, 2018 2:51 PM  
**To:** SarahS@hgslaw.com  
**Cc:** Jane Gaarlandt  
**Subject:** Fence Contract - HHR East phase 1  
**Attachments:** Holly Hill Road East CDD - Citrus Pointe - Davenport - 10-23 -18jr.pdf

I like to start moving on getting contracts for fencing, walls, etc. as they do need to schedule them out as just spoke to fencing co.

Do you want to put this in contract form. I will work on walls and landscaping so we can get approved at the next meeting.

Thanks.

Scott Shapiro  
President  
Landmark Investment Services, LLC  
Real Estate Investment Company  
301 W. Platt Street, Suite 671  
Tampa, Florida 33606  
Cell (770) 378 9695  
Email: [Scott@lminv.com](mailto:Scott@lminv.com)

Florida Licensed Real Estate Broker  
Florida Certified Public Accountant

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October 23, 2018

\*Revised

Holly Hill Road East CDD  
Scott Shapiro  
12051 Corporate Boulevard  
Orlando, FL 32817

Job Site: Citrus Pointe  
Perimeter Fence  
Davenport, FL

Thank you for the opportunity to offer you an estimate for your fencing needs located at the job site listed above. Please accept this letter as our Proposal for your review.

**Total Estimate:** **\$101,856.00**

- Install 5072' of 72" tall Almond Lakeland ® BGM Style PVC Fence
- 1557' Installed inside 12" x 48" tubes
  - Tubes installed and provided by others
- 1 Permit **\$1,100.00**

**Additional cost to install:**

- 2, 72" x 50" Almond Lakeland Walk Gates **\$500.00 each**

*Price includes tax, materials and installation. Price is based on a clear fence line, prior to finalizing contract a site inspection is required.*

1st payment/deposit 35%	\$36,000.00
2nd payment due upon 2500' of fence installation	\$39,000.00
Upon completion of project balance due of	\$28,956.00
Total Contract	\$103,956.00

**Danielle Fence Mfg. Co., Inc. will provide a Certificate of Liability Insurance and Workers' Compensation Certificate, and will maintain it fully in effect until completion of this contract.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_jenn/MG

Headquarters, Showroom and Facility  
4855 State Road 60 West  
Mulberry, Florida 33860  
Hillsborough County **813.681.6181** / Fax **813.676.1109**  
Polk County **863.425.3182** / Fax **863.425.5676**  
Toll Free **800.255.6794**

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



**Holly Hill Road East  
Community Development District**

**Henkelman Construction, Inc. –  
Change Order No. 1 –  
Addition of Bond to Amenity Center Contract**

---

# CHANGE ORDER

AIA DOCUMENT G701

OWNER  
ARCHITECT  
CONTRACTOR  
FIELD  
OTHER

✓
✓
✓

PROJECT: (name, address)	Citrus Isle Amenity Center 500 Holly Hill Road Davenport, FL	CHANGE ORDER NUMBER:	1
TO CONTRACTOR: (name, address)	Henkelman Construction, Inc. 1830 N. Crystal Lake Dr. Lakeland, FL 33801	DATE:	11/09/2018
		ARCHITECT'S PROJECT NO:	
		CONTRACT DATE:	10/12/2018
		CONTRACT FOR:	NEW AMENITY CENTER

The Contract is changed as follows:

Add Bond \$ 2,876.00

**TOTAL FOR THIS CHANGE ORDER** \$ 2,876.00

**Not valid until signed by the Owner, Architect and Contractor.**

The original (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) was.....	\$	802,876.00
Net change by previously authorized Change Orders.....	\$	-
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) prior to this Change Order was.....	\$	802,876.00
The (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) will be (increased) ( <del>decreased</del> ) ( <del>unchanged</del> ) by this Change Order in the amount of.....	\$	2,876.00
The new (Contract Sum) ( <del>Guaranteed Maximum Price</del> ) including this Change Order will be.....	\$	805,752.00

The Contract Time will be (~~increased~~) (~~decreased~~) (unchanged) by ( ) days.  
The date of Substantial Completion as of the date of this Change Order therefore is

Furr & Wegman Architects, PA

ARCHITECT  
625 East Orange Street

Address  
Lakeland, FL 33801

BY \_\_\_\_\_

DATE \_\_\_\_\_

Henkelman Construction, Inc.

CONTRACTOR  
1830 N. Crystal Lake Drive

Address  
Lakeland, FL 33801

BY 

DATE 11-09-18

Holly Hill Road East CDD

OWNER  
12051 Corporate Blvd

Address  
Orlando, FL 32817

BY 

DATE 11/13/18



**CAUTION:** You should sign an original AIA document which has this caution printed in red.  
An original assures that changes will not be obscured as may occur when documents are reproduced.

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G701-1987

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**Holly Hill Road East  
Community Development District**

**Tucker Paving Inc. –  
Change Order No. 18-978 –  
Lift Station**



3545 Lake Alfred Road  
Winter Haven, FL 33881  
Phone: 863-299-2262  
Fax: 863-294-1007  
www.tuckerpaving.com

<b>To:</b>	HHR East CDD	<b>Contact:</b>	Rennie Heath
<b>Address:</b>	12051 Corporate Blvd Orlando, FL 32817 USA	<b>Phone:</b>	(407) 382-3256
<b>Project Name:</b>	Citrus Pointe Subdivision - CO#007	<b>Fax:</b>	
<b>Project Location:</b>	Holly Hill Road, Davenport, FL	<b>Bid Number:</b>	18 - 978
		<b>Bid Date:</b>	10/30/2018

This Pricing represents the cost associated with Converting the Lift Station Package From Private To Public

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
------------------	--------------------	------	------------	-------------

#### ADDS TO CONTRACT PROPOSAL

Convert Lift Station Package From Private To Public	1.00	LS	\$104,954.45	\$104,954.45
-----------------------------------------------------	------	----	--------------	--------------

Total Price for above ADDS TO CONTRACT PROPOSAL Items: \$104,954.45

Total Bid Price: \$104,954.45

#### Notes:

- \*\*\* ALL BASE BID CLARIFICATIONS AND EXCLUSIONS APPLY

<b>ACCEPTED:</b> The above prices, specifications and conditions are satisfactory and hereby accepted. <b>Buyer:</b> <u>HHR East CDD</u> <b>Signature:</b> <u>[Signature]</u> <b>Date of Acceptance:</b> <u>11/13/18</u>	<b>CONFIRMED:</b> Tucker Paving, Inc.  <b>Authorized Signature:</b> _____ <b>Estimator:</b> Kyle Allen 863-299-2262 kallen@tuckerpaving.com
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------



**Holly Hill Road East  
Community Development District**

**Payment Authorization No. 45 – 52**

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 045**

10/5/2018

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Reeves Land Services October Slope Mowing	1752	\$ 600.00	FY 2019

TOTAL      \$    600.00

  
Board Member

FY 2018	-
FY 2019	600.00

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

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# INVOICE

## Reeves Land Services

17335 lake Iola Rd  
Dade City, Fl. 33523  
Phone 352-206-4643  
E-mail [Reeveslandservices@gmail.com](mailto:Reeveslandservices@gmail.com)  
Web Site [www.reeveslandservices.com](http://www.reeveslandservices.com)  
Face Book [www.facebook.com/ReevesLandServices](http://www.facebook.com/ReevesLandServices)

INVOICE #1752  
DATE:10/1/18

**TO: HOLLY HILL ROAD EAST CDD**  
12051 Corporate Boulevard  
Orlando, Fl. 32817  
[dexterq@fishkind.com](mailto:dexterq@fishkind.com) 407-274-5193

**FOR: SLOPE MOW APOX 1.49 ACRES @410 CITRUS ISLE LOOP**  
DAVENPORT, FL. 33837

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DESCRIPTION	HOURS	RATE	AMOUNT
Slope Mowing			\$600.00
TOTAL			\$600.00

X \_\_\_\_\_

By signature hereon, the undersigned agrees that all deposits are non-refundable unless Reeves Land Services, LLC cancels the job. I additionally agree that Reeves Land Services, LLC is not responsible for concrete culverts, concrete sidewalks, utilities, permits, fences, signs, seed not taking/growing, and any and all structures. I specifically agree that I am responsible for applying for and securing any and all permits required by the governing municipality, county and water management district.

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

Payment Authorization No. 046

10/12/2018

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	<b>City of Davenport</b> Acct: 8485 ; Service 9/05/2018 - 10/04/2018 Acct: 8487 ; Service 9/05/2018 - 10/04/2018	-- --	\$ 10.73 \$ 10.73	FY 2018 FY 2018
2	<b>Dennis Wood Engineering</b> Engineering Services Through 09/16/2018	2346	\$ 742.50	FY 2018
3	<b>Duke Energy</b> Acct: 57840 25499 ; Service 09/04/2018 - 10/04/2018 Acct: 95745 35139 ; Service 09/05/2018 - 10/08/2018	-- --	\$ 94.44 \$ 836.09	FY 2018 FY 2018
4	<b>Egis Insurance &amp; Risk Advisors</b> Construction Materials Insurance	8182	\$ 2,529.00	FY 2019
5	<b>The Ledger</b> Legal Advertising 10/04/2018 Legal Advertising 10/05/2018	L060G0IMSQ L060G0IMTL	\$ 253.17 \$ 337.17	FY 2019 FY 2019
6	<b>Supervisor Fees - 10/11/2018 Meeting</b> Rennie Heath Scott Shapiro Lauren Schwenk John Mazuchowski Andrew Rhinehart	-- -- -- -- --	\$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00 \$ 200.00	FY 2019 FY 2019 FY 2019 FY 2019 FY 2019

**TOTAL \$ 5,813.83**

  
 Board Member

FY 2018	1,694.49
FY 2019	4,119.34

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

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# CITY OF DAVENPORT

1 S ALLAPAHA AVE  
PO BOX 125  
DAVENPORT FL 33836-0125

FOR BILLING INFORMATION  
CALL: (863)419-3300

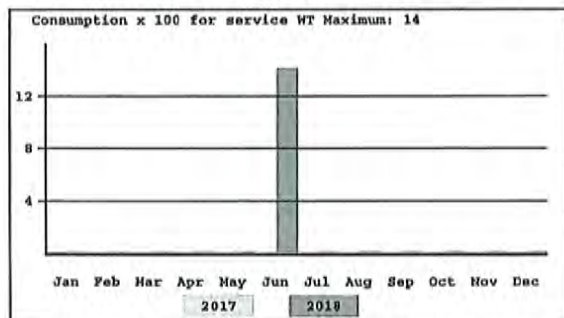
HOLLY HILL ROAD EAST CDD

CYCLE A

6JPA

41255

Account #	Service Address	Billing Period	Bill Date	Due Date	TOTAL DUE	
8485	950 Davenport Blvd Lift Station	09/05/18 to 10/04/18	10/10/2018	11/01/2018	\$ 10.73	
Service Code & Description	Previous Date Reading	Current Date Reading	Mult	Usage	Year Ago	Charge
LAST PAYMENT					10/09/2018	10.73
WT UTILITY BILL	09/04 14	10/04 14	100.000	0	0	9.75 *
					* TAXES	0.98
RECEIVED OCT 10 2018					CURRENT CHARGES	10.73
					TOTAL AMOUNT DUE	10.73



NO MORE ALLEY WAY TRASH PICK UP-GARBAGE, RECYCLE, YARD AND BULK TRASH IS COLLECTED ON WEDNESDAYS-NOTICES FOR VIOLATIONS WILL BE SENT OUT.

\*\*\*\*\*

PUBLIC GOVERNMENT DAY OCT 25th 5PM-7PM IN THE COMMISSION CHAMBERS

\*\*\*\*\*

COMMISSION MEETING: EVERY 1ST AND 3RD MONDAY OF EVERY MONTH AT 7 PM AT CITY HALL- CAN'T MAKE IT IN-LISTEN ONLINE

\*\*\*\*\*

DAVENPORT MARKETPLACE-EVERY THURSDAY 9AM-3PM ON MARKET STREET

NOTICE: ALL BILLS ARE DUE ON THE 1ST OF EACH MONTH AND CONSIDERED PAST DUE ON THE 10TH AND SUBJECT TO TERMINATION OF UTILITY SERVICES.



# CITY OF DAVENPORT

1 S ALLAPAHA AVE  
PO BOX 125  
DAVENPORT FL 33836-0125

Account #	Bill Date	TOTAL DUE
8485	10/10/2018	\$ 10.73
Type	Due Date	
CYCLE A	11/01/2018	
PayID	Bill No	
6JPA	3016	

HOLLY HILL ROAD EAST CDD  
12051 CORPORATE BLVD  
ORLANDO FL 32817

AMOUNT PAID \_\_\_\_\_

00000084855 0000010736





Dennis Wood Engineering, LLC

1925 Bartow Road ,Suite 101  
Lakeland, FL 33801

# Invoice

Date	Invoice #
9/18/2018	2346

**Bill To**

Rennie Heath  
Cassidy Holdings, LLC  
346 East Central Avenue  
Winter Haven, FL 33880

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P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
0.5	Principal Engineer 8-7-18	125.00	62.50
0.5	Principal Engineer 8-22-18	125.00	62.50
1	Administrative Assistant 8-23-18	55.00	55.00
0.5	Principal Engineer 9-3-18	125.00	62.50
0.5	Principal Engineer 9-13-18	125.00	62.50
0.5	Principal Engineer 7-10-18	125.00	62.50
1	Principal Engineer 7-13-18	125.00	125.00
0.5	Principal Engineer 7-16-18	125.00	62.50
1	Principal Engineer 7-17-18	125.00	125.00
0.5	Principal Engineer 7-18-18	125.00	62.50
RA 1702			
Holly Hill Road East CDD Billing 7-2-18 thru 9-26-18 16		<b>Total</b>	\$742.50





ACCOUNT NUMBER

57840 25499

OCTOBER 2018

**FOR CUSTOMER SERVICE OR  
PAYMENT LOCATIONS CALL:  
1-877-372-8477**

**WEB SITE:** [www.duke-energy.com](http://www.duke-energy.com)

**TO REPORT A POWER OUTAGE:**  
**1-800-228-8485**

HOLLY HILL ROAD EAST CDD  
ATTN: JOE MCCLAREN  
12051 CORPORATE BLVD  
ORLANDO FL 32817

**SERVICE ADDRESS**  
569 CITRUS ISLE LOOP, WELL  
DAVENPORT FL 33837

<b>DUE DATE</b>	<b>TOTAL AMOUNT DUE</b>
<b>OCT 26 2018</b>	<b>94.44</b>

NEXT READ DATE ON OR ABOUT	DEPOSIT AMOUNT ON ACCOUNT
NOV 02 2018	240.00

**PIN: 568174431**

### METER READINGS

METER NO.	001000030
PRESENT (ACTUAL)	006235
PREVIOUS (ACTUAL)	005688
DIFFERENCE	000547
TOTAL KWH	547

PAYMENTS RECEIVED AS OF SEP 25 2018	167.15	THANK YOU
-------------------------------------	--------	-----------

GS-1 060 GENERAL SERVICE - NON DEMAND SEC  
BILLING PERIOD..09-04-18 TO 10-04-18 30 DAYS

BILLING PERIOD: 07 04 15 15 15 04 15	00	DATE	
CUSTOMER CHARGE			11.67
ENERGY CHARGE	547 KWH @	7.204000¢	39.41
FUEL CHARGE	547 KWH @	4.132000¢	22.60
ASSET SECURITIZATION CHARGE	547 KWH @	0.206000¢	1.13

#TOTAL ELECTRIC COST	74.81
GROSS RECEIPTS TAX	1.92
MUNICIPAL FRANCHISE FEE	4.92
MUNICIPAL UTILITY TAX	6.29
STATE AND OTHER TAXES ON ELECTRIC	6.50

TOTAL CURRENT BILL

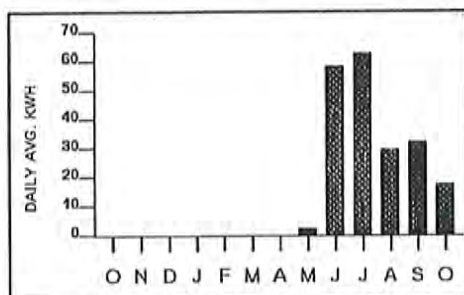
94.44

TOTAL DUE THIS STATEMENT

\$94.44

RECEIVED OCT 09 2018

Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account. Learn how to lower your bill with a free on-site Business Energy Check. This no-cost analysis provides you with specific tips on how to save energy and qualify for valuable rebates for energy-savings measures. You may also qualify for a FREE Commercial Energy Savings Kit. Visit us at [duke-energy.com/FLbusiness](http://duke-energy.com/FLbusiness), or call 1-877-372-8477



## ENERGY USE

DAILY AVG. USE - 18 KWH/DAY  
USE ONE YEAR AGO - 0 KWH/DAY  
\*DAILY AVG. ELECTRIC COST - \$2.49

BF BL DEF 20181004 214504 3.CSV-3619-000000780

DETACH AND RETURN THIS SECTION

MM 0001-197

BILL # 1 OF 2 GRP 912

**Make checks payable to: Duke Energy**

**ACCOUNT NUMBER - 57840 25499**

003619 000000780



HOLLY HILL ROAD EAST CDD  
ATTN: JOE MCCLAREN  
12051 CORPORATE BLVD  
ORLANDO FL 32817-1450

P.O. BOX 1004  
CHARLOTTE,  
NC 28201-1004

**DUE DATE**

OCT 26 2018

**TOTAL DUE**

94.44

PLEASE ENTER  
AMOUNT PAID

5784025499600000009444100000000000000000000944410100000000009







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

# INVOICE

Customer	Holly Hill Road East Community Development District
Acct #	751
Date	10/11/2018
Customer Service	Charisse Bitner
Page	1 of 1

Payment Information	
Invoice Summary	\$ 2,529.00
Payment Amount	
Payment for:	Invoice#8182
100118314	

Thank You

Please detach and return with payment



Customer: Holly Hill Road East Community Development District

Invoice	Effective	Transaction	Description	Amount
8182	10/11/2018	Policy change	Policy #100118314 10/01/2018-10/01/2019 Florida Insurance Alliance Package - Add IM-\$400K Const Materials Due Date: 11/10/2018	2,529.00

RECEIVED OCT 11 2018

				Total
				\$ 2,529.00

Thank You

FOR PAYMENTS SENT OVERNIGHT:  
 Egis Insurance Advisors LLC, Fifth Third Wholesale Lockbox, Lockbox #234021, 4900 W. 95th St Oaklawn, IL 60453

Remit Payment To: Egis Insurance Advisors, LLC	(321)320-7665	Date
Lockbox 234021 PO Box 84021		10/11/2018
Chicago, IL 60689-4002	cbitner@egisadvisors.com	



Florida<sup>TM</sup>  
Insurance  
Alliance

### Coverage Agreement Endorsement

Endorsement No.: 1

Member: Holly Hill Road East Community Development  
District

Effective Date: 10/11/2018

Agreement No.: 100118314

Coverage Period: October 1, 2018 to October 1, 2019

---

In consideration of an additional premium of \$2,529.00, the coverage agreement is amended as follows:

Inland Marine

Added:

Unit # 1

Description: Construction Materials (Max \$15,000 per item)

Classification: Other Inland Marine


Deductible: \$1,000

Value: \$400,000

---

Subject otherwise to the terms, conditions and exclusions of the coverage agreement.

Issued: October 11, 2018

Authorized by: 

# THE LEDGER

LEGAL ADVERTISING

FEDERAL ID # 47 2464860

INVOICE NUMBER

L060G0IMSQ

BILLED ACCOUNT NUMBER

755093

Amount Due: \$253.17

BILLED ACCOUNT NAME AND ADDRESS

JANE GAARLANDT  
HOLLY HILL ROAD EAST CDD  
12051 CORPORATE BLVD  
ORLANDO, FL 32817

Remittance Address

THE LEDGER  
PO BOX 913004  
ORLANDO, FL 32891

PLEASE RETURN THIS INVOICE ALONG WITH YOUR REMITTANCE

DATE	NEWSPAPER REFERENCE	Description	Size	PAID	NET AMOUNT
10/4/2018	L060G0IMSQ	SPECIAL MEETING NOTICE	1 X 52		\$ 253.17
RECEIVED OCT 11 2018					
BILLED ACCOUNT NUMBER: 755093				AMOUNT DUE	
				\$253.17	

PATTI ROUSE 863-802-7370

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

# AFFIDAVIT OF PUBLICATION THE LEDGER

Lakeland, Polk County, Florida

STATE OF FLORIDA)  
COUNTY OF POLK)

Before the undersigned authority personally appeared David Idleburgh who on oath says that he 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 SPECIAL MEETING

Concerning HOLLY HILL EAST CDD

was published in said newspaper in the issues of

10-04; 2018

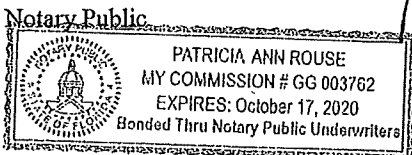
Affiant further says that said The Ledger is a newspaper published at Lakeland, in said Polk County, Florida, and that the said newspaper has heretofore been continuously published in said Polk County, Florida, daily, and has been entered as second class matter at the post office in Lakeland, in said 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.....

David Idleburgh  
Advertising Account Executive  
Who is personally known to me.

Sworn to and subscribed before me this 4th day of October, A.D. 2018

*Patricia Ann Rouse*



### Holly Hill Road East Community Development District Notice of Special Meeting

A special meeting of the Board of Supervisors of the Holly Hill Road East Community Development District ("Board") will be held on Wednesday, October 11, 2018 at 9:15 a.m. at the Offices of Cassidy Homes, 346 East Central Ave., Winter Haven, Florida 33880. The meeting is open to the public and will be conducted in accordance with provision of Florida Law related to Special Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when staff or other individuals may participate by speaker telephone.

A copy of the agenda may be obtained at the offices of the District Manager, 12051 Corporate Blvd., Orlando, Florida 32817, during normal business hours.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (407) 382-3256 at least forty-eight (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.

Each person who decides to appeal any decision made by the Board 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

L4201 10-4; 2018



# THE LEDGER

LEGAL ADVERTISING

FEDERAL ID # 47 2464860

INVOICE NUMBER

L060G0IMTL

BILLED ACCOUNT NUMBER

755093

Amount Due: \$337.17

BILLED ACCOUNT NAME AND ADDRESS

JANE GAARLANDT  
HOLLY HILL ROAD EAST CDD  
12051 CORPORATE BLVD  
ORLANDO, FL 32817

Remittance Address

THE LEDGER  
PO BOX 913004  
ORLANDO, FL 32891

PLEASE RETURN THIS INVOICE ALONG WITH YOUR REMITTANCE

DATE	NEWSPAPER REFERENCE	Description	Size	PAID	NET AMOUNT
10/5/2018	L060G0IMTL	SCHEDULE OF MEETINGS	1 X 70		\$ 337.17
BILLED ACCOUNT NUMBER: 755093					AMOUNT DUE
					\$337.17

RECEIVED OCT 11 2018

PATTI ROUSE 863-802-7370

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

# The Ledger

theledger.com

300 West Lime St., Lakeland FL 33815

Classified Advertising: (863) 802-7355

Fax Number: (863) 802-7814

East Polk bureau: 455 Sixth St. NW, Winter Haven FL 33881

Order:	L060G0IMTL	Pubs:	1,11	Rate:	LA
Phone:	(407)382-3256	Class:	0001	Charges:	\$ 0.00
Account:	755093	Start Date:	10/05/2018	List Price:	\$ 337.17
Name:	JANE GAARLANDT,	Stop Date:	10/05/2018	Payments:	\$ 0.00
Caller:	SONLIA	Insertions:	2	Balance:	\$ 337.17
Taken By:	L060	Columns:	1	Lines:	70
Schedule:	10/5 1x, 10/5 1x, , ,			Taken On:	10/02/2018

**NOTICE OF BOARD OF  
SUPERVISORS MEETING DATES  
HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT  
DISTRICT  
FISCAL YEAR 2018-2019**

The Board of Supervisors of the Holly Hill Road East Community Development District will hold their regular meetings for Fiscal Year 2018-2019 at the Offices of Cassidy Homas, 346 East Central Ave., Winter Haven, Florida 33880 at 10:00 a.m. unless otherwise indicated as follows:

October 17, 2018  
November 21, 2018  
December 19, 2018  
January 16, 2019  
February 20, 2019  
March 20, 2019  
April 17, 2019  
May 15, 2019  
June 19, 2019  
July 17, 2019  
August 21, 2019  
September 18, 2019

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from 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 telephona. 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

L4209 10-5; 2018

Attention: \_\_\_\_\_ Fax: \_\_\_\_\_

This is a representation of the content of your ad. Your ad may be larger or smaller when printed in the newspaper. If any information is incorrect, please contact your sales representative prior to the deadline of the first insertion. Otherwise your order is accepted as having been approved.

## Holly Hill Road East Community Development District

Date of Meeting: October 11, 2018

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. 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

10/12/18  
Date

RECEIVED OCT 12 2018

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 047

10/19/2018

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	<b>Fishkind &amp; Associates</b>			
	Reimbursables: September 2018	23538	\$ 64.78	FY 2018
	DM Fee & Reimbursables: October 2018	23538	\$ 1,791.67	FY 2019
2	<b>Highland Meadows II CDD</b>			
	Amenity Facilities Interlocal Agreement Fee	HMII-001	\$ 921.71	FY 2019
3	<b>Supervisor Fees - 10/17/2018 Meeting</b>			
	Rennie Heath	--	\$ 200.00	FY 2019
	Scott Shapiro	--	\$ 200.00	FY 2019
	Lauren Schwenk	--	\$ 200.00	FY 2019
	John Mazuchowski	--	\$ 200.00	FY 2019
	Andrew Rhinehart	--	\$ 200.00	FY 2019

TOTAL      \$ 3,778.16

  
Board Member

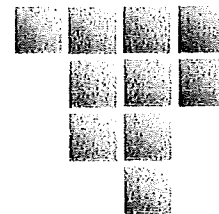
FY 2018	64.78
FY 2019	3,713.38

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

RECEIVED OCT 19 2018

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

**FISHKIND**  
& ASSOCIATES



RECEIVED OCT 16 2018

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

## Invoice

Invoice #:	23538
10/12/2018	

File: HollyHillRoadEastCDD

Holly Hill Road East

FY  
19  
└  
18  
└

Services:	Amount
District Management Fee: Oct 2018	1,666.67
Website Fee	125.00
Copies	60.90
Postage	3.88
 FY 18 = \$ 64,78 FY 19 = \$ 1,791.67	

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

\$1,856.45

Copy Count

Account: Holly Hill

Amount of Copies: 406

Total \$: 60.90

Month: September

## Account Summary Report

Date Range: Sept 1, 2018 to Sept 30, 2018

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		6	\$3.880
Grand Total			\$3.880

# Highland Meadows II Community Development District

135 W Central Blvd, Suite 320  
Orlando, FL 32801  
(407) 841-5524

Invoice Date: 10/17/18

Invoice Number: HMII- 001

Bill to: Holly Hill Road East Community Development District  
12051 Corporate Blvd  
Orlando, FL 32817

---

Fees for Interlocal Agreement between Highland Meadows II CDD and Holly  
Hill Road East CDD regarding usage of Amenity Facilities 10/1/18-9/30-19:

Eurma Moore	527 Citrus Isle Blvd	\$ 132.19
Nereida Gonzalez	523 Citrus Isle Blvd	\$ 132.19
Brett Alexander Ross	535 Citrus Isle Blvd	\$ 132.19
Sabrina Jacobs	104 Citrus Isle St	\$ 132.19
Jackeilyn Wool	116 Citrus Isle St	\$ 132.19
Alida Taylor	204 Citrus Isle Loop	\$ 132.19
Elvis Espinal Gell	208 Citrus Isle Loop (closed on 10/10/18)	\$ 128.57

---

**Total Due: \$ 921.71**

Please make check payable to: Highland Meadows II CDD

RECEIVED OCT 18 2018



## Holly Hill Road East Community Development District

Date of Meeting: October 17, 2018

Board Members:	Attendance	Fee
1. Rennie Heath	<u>x</u>	<u>\$200</u>
2. Scott Shapiro	<u>x (p)</u>	<u>\$200</u>
3. Lauren Schwenk	<u>x</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

10/19/18  
Date

RECEIVED OCT 19 2018

# HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 048

10/26/2018

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	<b>Business Observer</b> Legal Advertising on 10/26/2018	18-01947K	\$ 48.13	FY 2019
2	<b>Duke Energy</b> Acct: 66949 31127 ; Service 09/20/2018 - 09/30/2018	--	\$ 8.91	FY 2018
	Acct: 66949 31127 ; Service 10/01/2018 - 10/19/2018	--	\$ 15.40	FY 2019
3	<b>Florida Department of Economic Opportunity</b> FY 2018/2019 Special District Fee	72951	\$ 175.00	FY 2019

TOTAL      \$ 247.44

  
 Board Member

FY 2018	8.91
FY 2019	238.53

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

RECEIVED NOV 08 2018

# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236

941-906-9386 x322

## INVOICE

Legal Advertising

Invoice # 18-01947K

Date 10/26/2018

RECEIVED OCT 26 2018

**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

### Amount

Serial # 18-01947K

\$48.13

### Notice of Special Meeting

RE: Holly Hill Road East Community Development District

Published: 10/26/2018

### Important Message

Paid

()

Total

\$48.13

Payment is expected within 30 days of the  
first publication date of your notice.

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  
941-906-9386 x322

## INVOICE

### Legal Advertising

#### Holly Hill Road East Community Development District Notice of Special Meeting

A special meeting of the Board of Supervisors of the Holly Hill Road East Community Development District ("Board") will be held on Wednesday, November 7, 2018 at 11:00 a.m. at the Offices of Cassidy Homes, 346 East Central Ave., Winter Haven, Florida 33880. The meeting is open to the public and will be conducted in accordance with provision of Florida Law related to Special Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when staff or other individuals may participate by speaker telephone.

A copy of the agenda may be obtained at the offices of the District Manager, 12051 Corporate Blvd., Orlando, Florida 32817, during normal business hours.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (407) 382-3256 at least forty-eight (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.

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District Manager

October 26, 2018

18-01947K

**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.



# STATEMENT OF ELECTRIC SERVICE

OCTOBER 2018



ACCOUNT NUMBER

66949 31127

FOR CUSTOMER SERVICE OR  
PAYMENT LOCATIONS CALL:  
1-877-372-8477

WEB SITE: [www.duke-energy.com](http://www.duke-energy.com)

TO REPORT A POWER OUTAGE:  
1-800-228-8485

HOLLY HILL ROAD EAST CDD  
ATTN: JOE MCCLAREN  
12051 CORPORATE BLVD  
ORLANDO FL 32817

SERVICE ADDRESS  
290 CITRUS ISLE LOOP LIFT  
DAVENPORT FL 33837

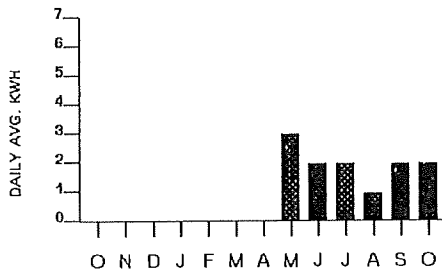
DUE DATE TOTAL AMOUNT DUE  
NOV 13 2018 24.31

NEXT READ DEPOSIT AMOUNT  
DATE ON OR ON ACCOUNT  
ABOUT  
NOV 20 2018 240.00

PIN: 568174431

## METER READINGS

METER NO. 000161865  
PRESENT (ACTUAL) 000372  
PREVIOUS (ACTUAL) 000308  
DIFFERENCE 000064  
PRESENT ONPEAK 000051  
PREVIOUS ONPEAK 000042  
DIFFERENCE ONPEAK 000009  
TOTAL KWH 64  
ON PEAK KWH 9  
PRESENT KW (ACTUAL) 0001.80  
PRESENT PEAK KW 0001.80  
BASE KW 2  
ON-PEAK KW 2  
LOAD FACTOR 4.6%



ENERGY USE  
DAILY AVG. USE - 2 KWH/DAY  
USE ONE YEAR AGO - 0 KWH/DAY  
\*DAILY AVG. ELECTRIC COST - \$.66

PAYMENTS RECEIVED AS OF OCT 17 2018

23.32 THANK YOU

GS-1 060 GENERAL SERVICE - NON DEMAND SEC  
BILLING PERIOD..09-20-18 TO 10-19-18 29 DAYS

CUSTOMER CHARGE		11.67
ENERGY CHARGE	64 KWH @ 7.20400¢	4.61
FUEL CHARGE	64 KWH @ 4.13200¢	2.64
ASSET SECURITIZATION CHARGE	64 KWH @ 0.20600¢	0.13

*TOTAL ELECTRIC COST	19.05
GROSS RECEIPTS TAX	.49
MUNICIPAL FRANCHISE FEE	1.25
MUNICIPAL UTILITY TAX	1.86
STATE AND OTHER TAXES ON ELECTRIC	1.66

TOTAL CURRENT BILL

24.31

TOTAL DUE THIS STATEMENT

\$24.31

Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account. Learn how to lower your bill with a free on-site Business Energy Check. This no-cost analysis provides you with specific tips on how to save energy and qualify for valuable rebates for energy-savings measures. You may also qualify for a FREE Commercial Energy Savings Kit. Visit us at [duke-energy.com/FLbusiness](http://duke-energy.com/FLbusiness), or call 1-877-372-8477

RECEIVED OCT 23 2018

BF\_BL\_DEF\_20181019\_211708\_1.CSV-46439-000003252

DETACH AND RETURN THIS SECTION

ZP03 0001802

Make checks payable to: Duke Energy

ACCOUNT NUMBER - 66949 31127

046439 000003252

HOLLY HILL ROAD EAST CDD  
ATTN: JOE MCCLAREN  
12051 CORPORATE BLVD  
ORLANDO FL 32817-1450

P.O. BOX 1004  
CHARLOTTE,  
NC 28201-1004

DUE DATE

NOV 13 2018

TOTAL DUE

24.31

PLEASE ENTER  
AMOUNT PAID

6694931127200000002431500000000000000000000243150100000000009

**Florida Department of Economic Opportunity, Special District Accountability Program**  
**FY 2018/2019 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.: 72951			Date Invoiced: 10/01/2018
Annual Fee: \$175.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 12/03/2018: \$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: 03/09/2018  
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 Ordinances 814 and 841  
16. Statutory Authority: Chapter 190, Florida Statutes  
17. Authority to Issue Bonds: Yes  
18. Revenue Source(s): Assessments  
19. Most Recent Update: 03/12/2018

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: 10/17/18

**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 2016/2017 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 24 2018

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

**Payment Authorization No. 049**

11/2/2018

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	<b>Hopping Green &amp; Sams</b> General Counsel Through 09/30/2018	103400	\$ 1,062.33	FY 2018
2	<b>Lerner Reporting Services</b> FY 2019 Annual Disclosure Fee	160	\$ 5,000.00	FY 2019

**TOTAL      \$ 6,062.33**

  
Board Member

FY 2018	1,062.33
FY 2019	5,000.00

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

RECEIVED NOV 08 2018

# Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300  
P.O. Box 6526  
Tallahassee, FL 32314  
850.222.7500

RECEIVED OCT 29 2018

## STATEMENT

October 26, 2018

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

Bill Number 103400  
Billed through 09/30/2018

### General Counsel/Monthly Meeting HHECDD 00001 RVW

#### FOR PROFESSIONAL SERVICES RENDERED

09/07/18	SRS	Review draft agenda and meeting minutes; confer with Gaarlandt regarding same.	0.30 hrs
09/17/18	SRS	Prepare for board meeting; prepare joint meeting waiver; confer with Gaarlandt regarding same.	0.60 hrs
09/18/18	SRS	Confer with Shapiro regarding board meeting; travel to board meeting.	1.50 hrs
09/19/18	SRS	Coordinate cancellation of board meeting; return travel.	1.50 hrs
Total fees for this matter			\$955.50

#### DISBURSEMENTS

Travel	72.03
Travel - Meals	12.02
Conference Calls	22.78
Total disbursements for this matter	\$106.83

#### MATTER SUMMARY

Sandy, Sarah R.	3.90 hrs	245 /hr	\$955.50
TOTAL FEES			\$955.50
TOTAL DISBURSEMENTS			\$106.83
TOTAL CHARGES FOR THIS MATTER			<u>\$1,062.33</u>

#### BILLING SUMMARY

Sandy, Sarah R.	3.90 hrs	245 /hr	\$955.50
TOTAL FEES			\$955.50
TOTAL DISBURSEMENTS			\$106.83



=====

**TOTAL CHARGES FOR THIS BILL**

**\$1,062.33**

**Please include the bill number on your check.**

Lerner Reporting Services, Inc.  
3014 W Palmira Ave, Suite 301  
Tampa, FL 33629

## Invoice

Date	Invoice #
10/30/2018	160

Bill To
Holly Hill Road East CDD c/o Jane Gaarlandt Fishkind & Associates 12051 Corporate Blvd Orlando, FL 32817

RECEIVED NOV 02 2018

P.O. No.	Terms	Project

Quantity	Description	Amount
	Holly Hill Road East CDD FY18/19 Annual Disclosure Fee	5,000.00

Please wire to:  
USAmeriBank  
4790 140th Avenue North  
Clearwater, FL 33762  
Routing #: 063116177  
Lerner Reporting Services, Inc.  
3014 W Palmira Ave., Suite 301  
Tampa, FL 33629  
Account #: 5000074414

Or mail to:  
Lerner Real Estate Advisors  
3014 W Palmira Ave.  
Suite 301  
Tampa, FL 33629  
813-915-3449

**Total** \$5,000.00

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 050

11/9/2018

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	<b>Business Observer</b> Legal Advertising on 11/09/2018	18-02081K	\$ 48.13	FY 2019
2	<b>Duke Energy</b> Acct: 57840 25499 ; Service 10/04/2018 - 11/02/2018	--	\$ 59.73	FY 2019
3	<b>Reeves Land Services</b> November Slope Mowing	1787	\$ 600.00	FY 2019

**TOTAL \$ 707.86**

  
Board Member

FY 2018	-
FY 2019	707.86

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

RECEIVED NOV 09 2018

# Business Observer

1970 Main Street  
3rd Floor  
Sarasota, FL 34236  
941-906-9386 x322

## INVOICE

Legal Advertising

Invoice # 18-02081K

RECEIVED NOV 09 2018

Date 11/09/2018

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

### Amount

Serial # 18-02081K

\$48.13

### Notice of Board of Supervisors' Meeting

RE: Holly Hill Road East Community Development District

Published: 11/9/2018

### Important Message

Paid

()

Total

\$48.13

Payment is expected within 30 days of the  
first publication date of your notice.

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  
941-906-9386 x322

## INVOICE

### Legal Advertising

#### Holly Hill Road East Community Development District Notice of Board of Supervisors' Meeting

The Board of Supervisors of the Holly Hill Road East Community Development District ("Board") will hold a meeting on Wednesday, November 21, 2018 at 10:00 a.m. at the Offices of Cassidy Homes, 346 East Central Ave., Winter Haven, Florida 33880. The meeting is open to the public and will be conducted in accordance with provision of Florida Law related to Special Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when staff or other individuals may participate by speaker telephone.

A copy of the agenda may be obtained at the offices of the District Manager, 12051 Corporate Blvd., Orlando, Florida 32817, during normal business hours.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at (407) 382-3256 at least forty-eight (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.

Each person who decides to appeal any decision made by the Board 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  
November 9, 2018      18-02081K

**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

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ACCOUNT NUMBER

**57840 25499**

NOVEMBER 2018

**FOR CUSTOMER SERVICE OR  
PAYMENT LOCATIONS CALL:  
1-877-372-8477**

**WEB SITE:** [www.duke-energy.com](http://www.duke-energy.com)

**TO REPORT A POWER OUTAGE:**  
**1-800-228-8485**

HOLLY HILL ROAD EAST CDD  
ATTN: JOE MCCLAREN  
12051 CORPORATE BLVD  
ORLANDO FL 32817

**SERVICE ADDRESS**  
569 CITRUS ISLE LOOP, WELL  
DAVENPORT FL 33837

**DUE DATE**  
**NOV 26 2018**

**TOTAL AMOUNT DUE**  
**59.73**

**NEXT READ  
DATE ON OR  
ABOUT**

DEPOSIT AMOUNT  
ON ACCOUNT

DEC 04 2018

240.00

**PIN: 568174431**

### METER READINGS

METER NO.	001000030
PRESENT (ACTUAL)	006543
PREVIOUS (ACTUAL)	006235
DIFFERENCE	000308
TOTAL KWH	308

PAYMENTS RECEIVED AS OF OCT 29 2018

94.44 THANK YOU

GS-1 060 GENERAL SERVICE - NON DEMAND SEC  
BILLING PERIOD..10-04-18 TO 11-02-18 29 DAYS

CUSTOMER CHARGE				11.67
ENERGY CHARGE	308 KWH @	7.20400¢		22.19
FUEL CHARGE	308 KWH @	4.13200¢		12.73
ASSET SECURITIZATION CHARGE	308 KWH @	0.20600¢		0.63

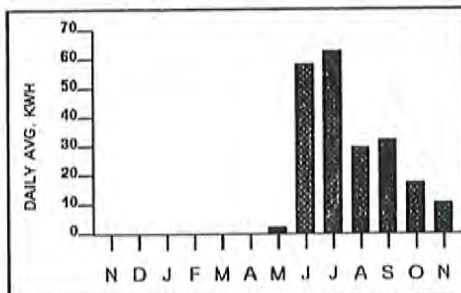
*TOTAL ELECTRIC COST	47.22
GROSS RECEIPTS TAX	1.21
MUNICIPAL FRANCHISE FEE	3.10
MUNICIPAL UTILITY TAX	4.10
STATE AND OTHER TAXES ON ELECTRIC	4.10

TOTAL CURRENT BILL

59.73

TOTAL DUE THIS STATEMENT

\$59.73



## ENERGY USE

DAILY AVG. USE - 11 KWH/DAY  
USE ONE YEAR AGO - 0 KWH/DAY  
\*DAILY AVG. ELECTRIC COST - \$1.63

RECEIVED NOV 08 2018

Payment of this statement within 90 days from the billing date will avoid a 1% late charge being applied to this account. Duke Energy Florida utilized fuel in the following proportions to generate your power: Coal 18%, Purchased Power 16%, Gas 66%, Oil 0%, Nuclear 0% (for prior 12 months ending September 30, 2018). Duke Energy will be closed on November 22 and 23, 2018. You may visit [duke-energy.com](http://duke-energy.com) for self-service options. To report an outage, please call our outage line at 800.228.8485.

BF BL DEF 20181102\_220105\_3 CSV-3711-000000786

DETACH AND RETURN THIS SECTION

MM 0001245

BILL # 1 OF 2 GRP 928

**Make checks payable to: Duke Energy**

**ACCOUNT NUMBER - 57840 25499**

003711 000000786



HOLLY HILL ROAD EAST CDD  
ATTN: JOE MCCLAREN  
12051 CORPORATE BLVD  
ORLANDO FL 32817-1450

P.O. BOX 1004  
CHARLOTTE,  
NC 28201-1004

**DUE DATE**

NOV 26 2018

**TOTAL DUE**

59.73

PLEASE ENTER  
AMOUNT PAID

57840254996000000059733000000000000000000597330100000000009

## Reeves Land Services

17335 lake Iola Rd  
Dade City, Fl. 33523  
Phone 352-206-4643  
E-mail [Reeveslandservices@gmail.com](mailto:Reeveslandservices@gmail.com)  
Web Site [www.reeveslandservices.com](http://www.reeveslandservices.com)  
Face Book [www.facebook.com/ReevesLandServices](http://www.facebook.com/ReevesLandServices)

# INVOICE

INVOICE #1787  
DATE:11/8/18

**TO: HOLLY HILL ROAD EAST CDD**

Dexter Glasgow  
12051 Corporate Boulevard  
Orlando, Fl. 32817  
[dexterger@fishkind.com](mailto:dexterger@fishkind.com) 407-274-5193 [Amandal@fishkind.com](mailto:Amandal@fishkind.com)

**FOR: SLOPE MOW APOX 1.49 ACRES @410 CITRUS ISLE LOOP  
DAVENPORT, FL. 33837**

RECEIVED NOV 08 2018

DESCRIPTION	HOURS	RATE	AMOUNT
Slope Mowing			\$600.00
TOTAL			\$600.00

X\_\_\_\_\_

MAKE CHECKS PAYABLE TO TONY REEVES



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

**Payment Authorization No. 051**

11/16/2018

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	<b>City of Davenport</b>			
	Acct: 8485 ; Service 10/05/2018 - 11/04/2018	--	\$ 10.73	FY 2019
	Acct: 8487 ; Service 10/05/2018 - 11/04/2018	--	\$ 10.73	FY 2019
2	<b>Duke Energy</b>			
	Acct: 95745 35139 ; Service 10/08/2018 - 11/06/2018	--	\$ 836.09	FY 2019
3	<b>Joe G. Tedder, Tax Collector</b>			
	2018 Tax Bill Postage	--	\$ 65.40	FY 2019
3	<b>Supervisor Fees - 11/07/2018 Meeting</b>			
	Rennie Heath	--	\$ 200.00	FY 2019
	Scott Shapiro	--	\$ 200.00	FY 2019
	Lauren Schwenk	--	\$ 200.00	FY 2019
	John Mazuchowski	--	\$ 200.00	FY 2019
	Andrew Rhinehart	--	\$ 200.00	FY 2019

**TOTAL \$ 1,922.95**

  
 Board Member

FY 2018	-
FY 2019	1,922.95

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

**RECEIVED DEC 03 2018**





# CITY OF DAVENPORT

1 S ALLAPAHA AVE  
PO BOX 125  
DAVENPORT FL 33836-0125

FOR BILLING INFORMATION  
CALL: (863)419-3300

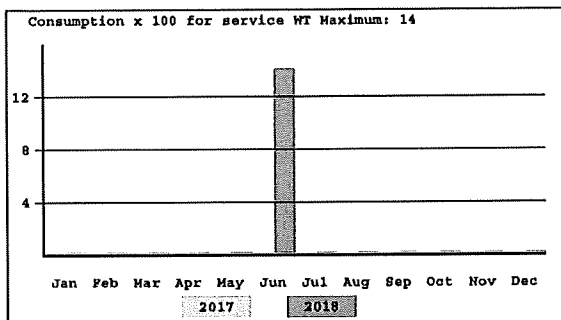
HOLLY HILL ROAD EAST CDD

CYCLE A

6JPA

41255

HOLLY HILL ROAD EAST CDD		CSTEEA							
Account #	Service Address		Billing Period	Bill Date	Due Date	TOTAL DUE			
8485	950 Davenport Blvd Lift Station		10/05/18 to 11/04/18	11/09/2018	12/01/2018	\$ 10.73			
Service Code & Description		Date	Previous Reading	Date	Current Reading	Mult	Usage	Year Ago	Charge



THERE WILL BE NO CHANGE TO NOVEMBERS TRASH PICK UP SCHEDULE: GARBAGE, RECYCLE, YARD AND BULK TRASH IS COLLECTED ON WEDNESDAYS

COMMISSION MEETING: EVERY 1ST AND 3RD MONDAY OF EVERY MONTH AT 7 PM AT CITY HALL- CAN'T MAKE IT IN-LISTEN ONLINE

CHRISTMAS PARADE DEC 8TH 6PM AND WINTERFEST: 5-9PM AT WILSON PARK  
DAVENPORT MARKETPLACE-NEW DATES: NOV 17th, 30th -DEC 7th, 14th, 22nd, 28th

DETACH AND RETURN STUB WITH REMITTANCE  
NOTICE: ALL BILLS ARE DUE ON THE 1ST OF EACH MONTH AND CONSIDERED PAST DUE ON THE 10TH AND SUBJECT TO TERMINATION OF UTILITY SERVICES.



# CITY OF DAVENPORT

1 S ALLAPAHA AVE  
PO BOX 125  
DAVENPORT FL 33836-0125

Account #	Bill Date	TOTAL DUE
8485	11/09/2018	\$ 10.73
Type	Due Date	
CYCLE A	12/01/2018	
PayID	Bill No	
6JPA	2983	

12051 CORPORATE BLVD  
ORLANDO FL 32817

AMOUNT PAID \_\_\_\_\_

00000084855 0000010736



# CITY OF DAVENPORT

1 S ALLAPAHA AVE  
PO BOX 125  
DAVENPORT FL 33836-0125

FOR BILLING INFORMATION  
CALL: (863)419-3300

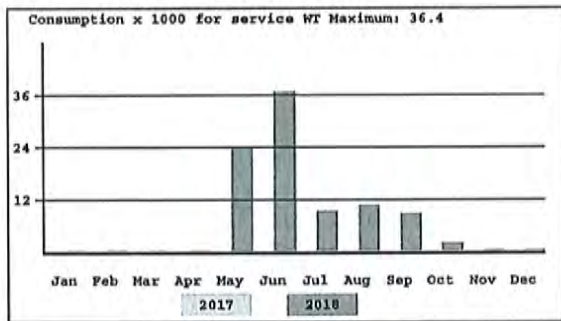
HOLLY HILL ROAD EAST CDD

CYCLE A

6JRA

41010

Account #	Service Address		Billing Period		Bill Date	Due Date	TOTAL DUE		
8487	950 Davenport Blvd		10/05/18 to 11/04/18		11/09/2018	12/01/2018	\$ 10.73		
Service Code & Description		Date	Previous Reading	Date	Current Reading	Mult	Usage	Year Ago	Charge
							LAST PAYMENT 10/22/2018		10.73
WT UTILITY ACCOUNT		10/04	894	11/05	894	100.000	0	0	9.75 *
								* TAXES	0.98



THERE WILL BE NO CHANGE TO NOVEMBERS TRASH PICK UP SCHEDULE: GARBAGE, RECYCLE, YARD AND BULK TRASH IS COLLECTED ON WEDNESDAYS

\*\*\*\*\*  
COMMISSION MEETING: EVERY 1ST AND 3RD MONDAY OF EVERY MONTH AT 7 PM AT CITY HALL- CAN'T MAKE IT IN-LISTEN ONLINE  
\*\*\*\*\*

CHRISTMAS PARADE DEC 8TH 6PM AND WINTERFEST: 5-9PM AT WILSON PARK  
DAVENPORT MARKETPLACE-NEW DATES: NOV 17th, 30th -DEC 7th, 14th, 22nd, 28th

\*\*\*\*\*  
DETACH AND RETURN STUB WITH REMITTANCE  
NOTICE: ALL BILLS ARE DUE ON THE 1ST OF EACH MONTH AND CONSIDERED PAST DUE ON THE 10TH AND SUBJECT TO TERMINATION OF UTILITY SERVICES.  
\*\*\*\*\*



# CITY OF DAVENPORT

1 S ALLAPAHA AVE  
PO BOX 125  
DAVENPORT FL 33836-0125

Account #	Bill Date	TOTAL DUE
8487	11/09/2018	\$ 10.73
Type	Due Date	
CYCLE A	12/01/2018	
PayID	Bill No	
6JRA	2985	

|||||  
HOLLY HILL ROAD EAST CDD  
HOLLY HILL ROAD EAST CDD  
12051 CORPORATE BLVD  
ORLANDO FL 32817

AMOUNT PAID \_\_\_\_\_

00000084871 0000010736







**Office of JOE G. TEDDER, CFC**  
**Tax Collector for Imperial Polk County & The State of Florida**

**POSTAGE INVOICE**

**Make Payable to:**

Joe G. Tedder, Tax Collector  
P.O. Box 1189  
Bartow, FL 33831

Date: November 13, 2018  
Taxing Authority: \_\_\_\_\_  
Fund: \_\_\_\_\_

Item				Amount Due
Mailing of 2018 Tax Bills as per Section 197.322, F.S. - "The postage shall be paid out of the general fund of each governing board, upon statement thereof by the Tax Collector."				
Percent of total is applied to total postage for 2018 Tax Bill mailings.				
2018 Total Tax Roll 692,899,708.08				
Taxing Authority	Total Taxes	% of Total	Total Postage	
Holly Hill Road East CDD	395,492.76	0.05710%	114,531.89	\$65.40
<b>Total</b>				<b>\$65.40</b>

RECEIVED NOV 13 2018

**Online Access:**  
**Email:** mail@PolkTaxes.com  
**Website:** www.PolkTaxes.com  
**Facebook:** @PolkTaxes

**Main Service Center Location:**  
430 E. Main Street  
P.O. Box 1189  
Bartow, Florida 33831-1189

**Phone Contact:**  
**Local:** (863) 534-4700  
**Facsimile:** (863) 534-4717  
**Toll Free:** (855) 765-5829

## Holly Hill Road East Community Development District

Date of Meeting: November 7, 2018

### 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. 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

11/15/18  
Date

RECEIVED NOV 15 2018

**HOLLY HILL ROAD EAST  
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 052

11/30/2018

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	<b>Duke Energy</b> Acct: 66949 31127 ; Service 10/19/2018 - 11/19/2018	--	\$ 33.33	FY 2019
2	<b>Fiskind &amp; Associates</b> DM Fee & Reimbursables: November 2018	23713	\$ 2,049.95	FY 2019
3	<b>Greenberg Traurig</b> Bond Counsel Services for Series 2018 Note	4928618	\$ 1,250.00	FY 2019
4	<b>Joe G. Tedder, Tax Collector</b> 2018 Real Estate Taxes	--	\$ 64.08	FY 2019

**TOTAL \$ 3,397.36**

  
Board Member

FY 2018	-
FY 2019	3,397.36

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

**RECEIVED DEC 03 2018**



# CITY OF DAVENPORT

1 S ALLAPAHA AVE  
PO BOX 125  
DAVENPORT FL 33836-0125

FOR BILLING INFORMATION  
CALL: (863)419-3300

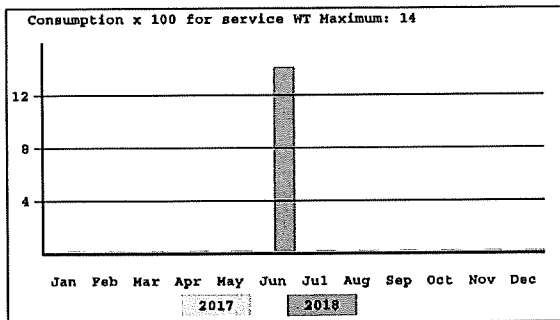
HOLLY HILL ROAD EAST CDD

CYCLE A

6JPA

41255

Account #	Service Address	Billing Period	Bill Date	Due Date	TOTAL DUE			
8485	950 Davenport Blvd Lift Station	10/05/18 to 11/04/18	11/09/2018	12/01/2018	\$ 10.73			
Service Code & Description	Date	Previous Reading	Date	Current Reading	Mult	Usage	Year Ago	Charge
					LAST PAYMENT		10/22/2018	10.73
WT UTILITY BILL	10/04	14	11/05	14	100.000	0	0	9.75
							* TAXES	0.98



THERE WILL BE NO CHANGE TO NOVEMBERS TRASH PICK UP SCHEDULE: GARBAGE, RECYCLE, YARD AND BULK TRASH IS COLLECTED ON WEDNESDAYS

COMMISSION MEETING: EVERY 1ST AND 3RD MONDAY OF EVERY MONTH AT 7 PM AT CITY HALL- CAN'T MAKE IT IN-LISTEN ONLINE

CHRISTMAS PARADE DEC 8TH 6PM AND WINTERFEST: 5-9PM AT WILSON PARK  
DAVENPORT MARKETPLACE-NEW DATES: NOV 17th, 30th -DEC 7th, 14th, 22nd, 28th

DETACH AND RETURN STUB WITH REMITTANCE  
NOTICE: ALL BILLS ARE DUE ON THE 1ST OF EACH MONTH AND CONSIDERED PAST DUE ON THE 10TH AND SUBJECT TO TERMINATION OF UTILITY SERVICES.



# CITY OF DAVENPORT

1 S ALLAPAHA AVE  
PO BOX 125  
DAVENPORT FL 33836-0125

Account #	Bill Date	TOTAL DUE
8485	11/09/2018	\$ 10.73
Type	Due Date	
CYCLE A	12/01/2018	
PayID	Bill No	
6JPA	2983	

12051 CORPORATE BLVD  
ORLANDO FL 32817

AMOUNT PAID \_\_\_\_\_

00000084855 0000010736





# CITY OF DAVENPORT

1 S ALLAPAHA AVE  
PO BOX 125  
DAVENPORT FL 33836-0125

FOR BILLING INFORMATION  
CALL: (863)419-3300

HOLLY HILL ROAD EAST CDD

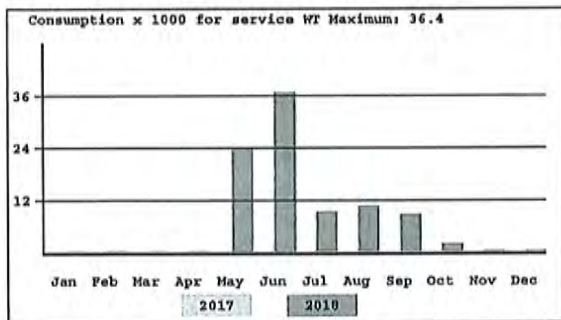
CYCLE A

6JRA

41010

Account #	Service Address		Billing Period		Bill Date	Due Date	TOTAL DUE		
8487	950 Davenport Blvd		10/05/18 to 11/04/18		11/09/2018	12/01/2018	\$	10.73	
Service Code & Description		Date	Previous Reading	Date	Current Reading	Mult	Usage	Year Ago	Charge
							LAST PAYMENT	10/22/2018	10.73
WT UTILITY ACCOUNT		10/04	894	11/05	894	100.000	0	0	9.75 *
							* TAXES		0.98

RECEIVED NOV 09 2018



THERE WILL BE NO CHANGE TO NOVEMBERS TRASH PICK UP SCHEDULE: GARBAGE, RECYCLE, YARD AND BULK TRASH IS COLLECTED ON WEDNESDAYS

COMMISSION MEETING: EVERY 1ST AND 3RD MONDAY OF EVERY MONTH AT 7 PM AT CITY HALL- CAN'T MAKE IT IN-LISTEN ONLINE

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# CITY OF DAVENPORT

1 S ALLAPAHA AVE  
PO BOX 125  
DAVENPORT FL 33836-0125

Account #	Bill Date	TOTAL DUE
8487	11/09/2018	\$ 10.73
Type	Due Date	
CYCLE A	12/01/2018	
PayID	Bill No	
6JRA	2985	

HOLLY HILL ROAD EAST CDD  
HOLLY HILL ROAD EAST CDD  
12051 CORPORATE BLVD  
ORLANDO FL 32817

AMOUNT PAID \_\_\_\_\_

00000084871 0000010736







**Office of JOE G. TEDDER, CFC**  
**Tax Collector for Imperial Polk County & The State of Florida**

**POSTAGE INVOICE**

**Make Payable to:**

Joe G. Tedder, Tax Collector  
P.O. Box 1189  
Bartow, FL 33831

Date: November 13, 2018  
Taxing Authority: \_\_\_\_\_  
Fund: \_\_\_\_\_

Item				Amount Due
Mailing of 2018 Tax Bills as per Section 197.322, F.S. - "The postage shall be paid out of the general fund of each governing board, upon statement thereof by the Tax Collector."				
Percent of total is applied to total postage for 2018 Tax Bill mailings.				
2018 Total Tax Roll 692,899,708.08				
Taxing Authority	Total Taxes	% of Total	Total Postage	
Holly Hill Road East CDD	395,492.76	0.05710%	114,531.89	\$65.40
<b>Total</b>				<b>\$65.40</b>

RECEIVED NOV 13 2018

**Online Access:**

Email: [mail@PolkTaxes.com](mailto:mail@PolkTaxes.com)  
Website: [www.PolkTaxes.com](http://www.PolkTaxes.com)  
Facebook: @PolkTaxes

**Main Service Center Location:**

430 E. Main Street  
P.O. Box 1189  
Bartow, Florida 33831-1189

**Phone Contact:**

Local: (863) 534-4700  
Facsimile: (863) 534-4717  
Toll Free: (855) 765-5829

## Holly Hill Road East Community Development District

Date of Meeting: November 7, 2018

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. 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

11/15/18  
Date

RECEIVED NOV 15 2018



**Holly Hill Road East  
Community Development District**

**Monthly Financials**

**Holly Hill Road East CDD**  
Statement of Financial Position  
As of 10/31/2018

	General Fund	Debt Service Fund	Capital Projects Fund	Amenity Capital Projects Fund	Long-Term Debt	Total
<u>Assets</u>						
<u>Current Assets</u>						
General Checking Account	\$9,072.32					\$9,072.32
Accounts Receivable - Due from Developer	5,678.52					5,678.52
Deposits	720.00					720.00
Debt Service Reserve A1 Bond		\$114,878.12				114,878.12
Revenue A1 Bond		94,146.07				94,146.07
Prepayment A1 Bond		18,300.03				18,300.03
Redemption Account A1 Bond		177.40				177.40
Acquisition/Construction A1 Bond			\$42,649.79			42,649.79
Acquisition/Construction A1 Bond				\$5.99		5.99
Total Current Assets	<u>\$15,470.84</u>	<u>\$227,501.62</u>	<u>\$42,649.79</u>	<u>\$5.99</u>	<u>\$0.00</u>	<u>\$285,628.24</u>
<u>Investments</u>						
Amount Available in Debt Service Funds					\$227,501.62	\$227,501.62
Amount To Be Provided					3,362,498.38	3,362,498.38
Total Investments	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,590,000.00</u>	<u>\$3,590,000.00</u>
<b>Total Assets</b>	<u><u>\$15,470.84</u></u>	<u><u>\$227,501.62</u></u>	<u><u>\$42,649.79</u></u>	<u><u>\$5.99</u></u>	<u><u>\$3,590,000.00</u></u>	<u><u>\$3,875,628.24</u></u>

**Holly Hill Road East CDD**  
Statement of Financial Position  
As of 10/31/2018

	General Fund	Debt Service Fund	Capital Projects Fund	Amenity Capital Projects Fund	Long-Term Debt	Total
<b><u>Liabilities and Net Assets</u></b>						
<b><u>Current Liabilities</u></b>						
Accounts Payable	\$1,309.77					\$1,309.77
Accounts Payable			\$5,678.52			5,678.52
Retainage Payable			49,420.80			49,420.80
Deferred Revenue			4,698.52			4,698.52
Total Current Liabilities	<u>\$1,309.77</u>	<u>\$0.00</u>	<u>\$59,797.84</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$61,107.61</u>
<b><u>Long Term Liabilities</u></b>						
Revenue Bonds Payable - Long-Term					\$3,590,000.00	\$3,590,000.00
Total Long Term Liabilities	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$3,590,000.00</u>	<u>\$3,590,000.00</u>
<b>Total Liabilities</b>	<u>\$1,309.77</u>	<u>\$0.00</u>	<u>\$59,797.84</u>	<u>\$0.00</u>	<u>\$3,590,000.00</u>	<u>\$3,651,107.61</u>
<b><u>Net Assets</u></b>						
Net Assets, Unrestricted	\$56,061.43					\$56,061.43
Current Year Net Assets, Unrestricted	(41,900.36)					(41,900.36)
Net Assets, Unrestricted		\$227,501.62				227,501.62
Current Year Net Assets, Unrestricted		0.00				0.00
Net Assets, Unrestricted			(\$37,377.16)			(37,377.16)
Current Year Net Assets, Unrestricted			20,229.11			20,229.11
Net Assets, Unrestricted				\$5.99		5.99
Current Year Net Assets, Unrestricted				0.00		0.00
<b>Total Net Assets</b>	<u>\$14,161.07</u>	<u>\$227,501.62</u>	<u>(\$17,148.05)</u>	<u>\$5.99</u>	<u>\$0.00</u>	<u>\$224,520.63</u>
<b>Total Liabilities and Net Assets</b>	<u>\$15,470.84</u>	<u>\$227,501.62</u>	<u>\$42,649.79</u>	<u>\$5.99</u>	<u>\$3,590,000.00</u>	<u>\$3,875,628.24</u>

**Holly Hill Road East CDD**  
Statement of Activities  
As of 10/31/2018

	General Fund	Debt Service Fund	Capital Projects Fund	Amenity Capital Projects Fund	Long-Term Debt	Total
<b><u>Revenues</u></b>						
Inter-Fund Transfers In	(\$23,229.11)					(\$23,229.11)
Inter-Fund Transfers In			\$23,229.11			23,229.11
Total Revenues	<u>(\$23,229.11)</u>	<u>\$0.00</u>	<u>\$23,229.11</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<b><u>Expenses</u></b>						
Supervisor Fees	\$2,000.00					\$2,000.00
D&O Insurance	2,250.00					2,250.00
Management	1,666.67					1,666.67
Assessment Administration	5,000.00					5,000.00
Legal Advertising	638.47					638.47
Web Site Maintenance	125.00					125.00
Dues, Licenses, and Fees	175.00					175.00
Electric	15.40					15.40
Pool Electric	921.71					921.71
General Insurance	2,750.00					2,750.00
Other Insurance	2,529.00					2,529.00
Landscaping Maintenance & Material	600.00					600.00
Contingency			\$3,000.00			3,000.00
Total Expenses	<u>\$18,671.25</u>	<u>\$0.00</u>	<u>\$3,000.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$21,671.25</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>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>
<b>Change In Net Assets</b>	(\$41,900.36)	\$0.00	\$20,229.11	\$0.00	\$0.00	(\$21,671.25)
<b>Net Assets At Beginning Of Year</b>	<u>\$56,061.43</u>	<u>\$227,501.62</u>	<u>(\$37,377.16)</u>	<u>\$5.99</u>	<u>\$0.00</u>	<u>\$246,191.88</u>
<b>Net Assets At End Of Year</b>	<u><u>\$14,161.07</u></u>	<u><u>\$227,501.62</u></u>	<u><u>(\$17,148.05)</u></u>	<u><u>\$5.99</u></u>	<u><u>\$0.00</u></u>	<u><u>\$224,520.63</u></u>



**Holly Hill Road East CDD**  
**Budget to Actual**  
**For the Month Ending 10/31/2018**

	Year To Date			FY 2019 Adopted Budget
	Actual	Budget	Variance	
<b><u>Revenues</u></b>				
On-Roll Assessments	\$ -	\$ 11,526.00	\$ (11,526.00)	\$ 138,312.00
Off-Roll Assessments	-	3,974.00	(3,974.00)	47,688.00
Inter-Governmental Revenue (North Blvd CDD)	-	2,083.33	(2,083.33)	25,000.00
<b>Net Revenues</b>	<b>\$ -</b>	<b>\$ 17,583.33</b>	<b>\$ (17,583.33)</b>	<b>\$ 211,000.00</b>
<b><u>General &amp; Administrative Expenses</u></b>				
Supervisor Fees	\$ 2,000.00	\$ 500.00	\$ 1,500.00	\$ 6,000.00
D&O Insurance	2,250.00	233.33	2,016.67	2,800.00
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
Assessment Administration	5,000.00	-	5,000.00	-
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	638.47	666.67	(28.20)	8,000.00
Bank Fees	-	20.83	(20.83)	250.00
Miscellaneous	-	424.99	(424.99)	5,100.00
Web Site Maintenance	125.00	241.67	(116.67)	2,900.00
Dues, Licenses, and Fees	175.00	20.83	154.17	250.00
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 11,855.14</b>	<b>\$ 8,650.00</b>	<b>\$ 3,205.14</b>	<b>\$ 103,800.00</b>
<b><u>Field Expenses</u></b>				
General Insurance	\$ 2,750.00	\$ 258.33	\$ 2,491.67	\$ 3,100.00
Irrigation	-	83.33	(83.33)	1,000.00
Landscaping Maintenance & Material	600.00	1,666.67	(1,066.67)	20,000.00
Flower & Plant Replacement	-	458.33	(458.33)	5,500.00
Fertilizer / Pesticides	-	208.33	(208.33)	2,500.00
Contingency	-	1,013.75	(1,013.75)	12,165.00
Streetlights	-	816.00	(816.00)	9,792.00
<b>Total Field Expenses</b>	<b>\$ 3,350.00</b>	<b>\$ 4,504.74</b>	<b>\$ (1,154.74)</b>	<b>\$ 54,057.00</b>

**Holly Hill Road East CDD**  
**Budget to Actual**  
**For the Month Ending 10/31/2018**

	Year To Date			FY 2019 Adopted Budget
	Actual	Budget	Variance	
<b><u>Cabana &amp; Pool Expenses</u></b>				
Security	\$ -	\$ 583.33	\$ (583.33)	\$ 7,000.00
Maintenance Staff	-	729.17	(729.17)	8,750.00
Electric	15.40	923.58	(908.18)	11,083.00
Clubhouse Electric	-	97.25	(97.25)	1,167.00
Pool Electric	921.71	1,115.67	(193.96)	13,388.00
Cable Television	-	43.75	(43.75)	525.00
Property & Casualty	-	291.67	(291.67)	3,500.00
Other Insurance	2,529.00	-	2,529.00	-
Equipment Repair & Maintenance	-	170.17	(170.17)	2,042.00
Pest Control	-	48.58	(48.58)	583.00
Signage & Amenities Repair	-	36.50	(36.50)	438.00
Swimming Pools	-	388.92	(388.92)	4,667.00
<b>Total Cabana &amp; Pool Expenses</b>	<b>\$ 3,466.11</b>	<b>\$ 4,428.59</b>	<b>\$ (962.48)</b>	<b>\$ 53,143.00</b>
<b>Total Expenses</b>	<b>\$ 18,671.25</b>	<b>\$ 17,583.33</b>	<b>\$ 1,087.92</b>	<b>\$ 211,000.00</b>
<b>Net Income (Loss)</b>	<b>\$ (18,671.25)</b>	<b>\$ -</b>	<b>\$ (18,671.25)</b>	<b>\$ -</b>