MINUTES OF MEETING HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT

The regular Meeting of the Board of Supervisors of the Holly Hill Road East Community Development District was held on Wednesday, **September 16, 2020** at 10:00 a.m. via Zoom Teleconference, pursuant to Executive Order 20-69, issued by Governor DeSantis, as amended and supplemented.

Present and constituting a quorum were:

Rennie Heath Chairman

Lauren SchwenkVice ChairwomanPatrick MaroneAssistant SecretaryAndrew RhinehartAssistant Secretary

Also, present were:

Jill Burns District Manager, GMS
Roy Van Wyk Hopping Green & Sams

Clayton Smith GMS

The following is a summary of the discussions and actions taken at the September 16, 2020 Holly Hill Road East Community Development District's Regular Board of Supervisor's Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Ms. Burns called the meeting to order. There were three members present constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Ms. Burns noted there was one member of the public present and opened the floor for their comments and there were none.

THIRD ORDER OF BUSINESS

Approval of Minutes of the August 19, 2020 Board of Supervisors Meeting

Ms. Burns presented the August 19, 2020 meeting minutes and asked for questions, comments, corrections, or concerns on the minutes. The Board had no changes.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Minutes of the August 19, 2020 Board of Supervisors Meeting, were approved.

FOURTH ORDER OF BUSINESS

Consideration of Notice of Special Assessments for Assessment Area 3 and Assessment Area 4

Ms. Burns states that they are just looking for a motion to authorize staff to record this notice.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Consideration of Notice of Special Assessments for Assessment Area 3 and Assessment Area 4, was approved.

FIFTH ORDER OF BUSINESS

Second Amended and Restated Disclosure of Public Financing

Ms. Burns reports that this amendment will be recorded to put potential property owners on notice that the assessments on their property were revised to add the most recent issuance and asked for motion to approve.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Second Amended and Restated Disclosure of Public Financing, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2020-22 Ratifying the Assessment Area 4 Bonds

Ms. Burns stated this resolution ratifies and confirms all actions taken by the District Chair, officers, and staff regarding the issue of the Assessment Area 4 bonds.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Resolution 2020-22 Ratifying the Assessment Area 4 Bonds, was approved.

SEVENTH ORDER OF BUSINESS

Consideration of Termination of Janitorial Contract with Fuqua Janitorial and Consideration of Proposal from Clean Star Services of Central Florida

A. Existing Agreement with Fuqua

Ms. Burns reports that she put together a summary of the existing contract that is in place along with some options that the Board has from Clean Star. The existing contract in place for the regular three day a week cleaning was about \$13,260. It is \$8,000 over what was included in the Fiscal Year 2021 Budget. There was only about \$4,000 included for that line item, and the three day a week cleaning was over budget. In July, the Board approved an increase to daily cleaning for COVID. The contract that is in place is \$25,460. Another vendor was approached that has been used in other areas that was offering more competitive pricing when the decision was made to move to daily cleaning. That vendor is Clean Star and that company is being used at Highland Meadows II also. Their seven day a week cleaning of the facility is \$11,400, however they charge to sanitize all of the chairs. For every fifteen chairs that are out, it is an additional \$500. To add the fifteen chairs it would be \$17,400 a year. Thirty chairs would be \$23,400. It appears from the existing contract that Fuqua are not cleaning and sanitizing all the lounge chairs that are out, they are just cleaning at the price of \$25,460.

Ms. Schwenk asked Ms. Burns to clarify that Fuqua are not cleaning the chairs. And Ms. Burns explains that in the current contract it basically said that Fuqua would attempt to clean chairs that are not being utilized when they are doing their cleaning services. Whereas, Clean Star are coming when it is closed and they are wiping down every single lounge chair with a special disinfectant and every night the ones that are out are being cleaned. The rest of the chairs are put away and locked insuring that the only the ones that are out are being cleaned on an everyday basis. That was a recommendation from the insurance; that all high-touch surfaces be cleaned daily and sanitized. For example, things like the gate, bathroom knobs, restrooms, and chairs that are being utilized. Ms. Burns also states that she is unsure if it is a requirement and thinks it is more of a recommendation. If the Board wants to not include the sanitation in the price, that is up to their discretion. There is some opportunity to save some money, depending on which level of service the Board would like to go with.

Mr. Van Wyk asks the question of how long the chair cleaning will last and if the chair cleaning has to be in the contract for the duration of its existences. Ms. Burns answers that that

part of the contract can be removed anytime if the Board wanted to do away with it. There is signage in place that reminds residents that they need to bring a towel, that they should wipe down the chairs themselves, and all of that is already in place. If the Board wanted to take that out and just go with the seven day a week cleaning that could be removed at any time.

Ms. Schwenk asked if there would be supplies available to residents so they would have the opportunity to wipe down their own chair, to which Ms. Burns replies, yes.

Ms. Schwenk then asks Mr. Van Wyk if he believes they should clean the chairs until Florida enters into Phase Three, or if he thinks it would be bad to allow people to clean their own chairs since they do sit outside. Mr. Van Wyk answers that he thinks either one can be done and that it is an operational question. There is no prohibition or requirement that the chairs need to be sanitized every day, they just need to be cleaned.

Ms. Burns continues, for a comparable quote for the seven day a week cleaning of the restrooms, tables, chairs and other high-tough areas, not including wiping down the loungers, the annual contract amount is \$11,400 as opposed to the existing contract of \$25,460.

Ms. Schwenk suggests that the Board votes that the inside and bathroom areas continue to be cleaned, but the chairs can be moved to a new phase. They are sitting outside, and there is no way to regulate if a resident does get up from a chair that it will be cleaned twenty minutes later. The responsibility should be put on the home owner to wipe down the chair while the Board provides the cleaning supplies to do so.

Ms. Burns asks for the consideration to terminate the existing janitorial contract with Fuqua Janitorial and approve the seven day a week cleaning at \$950 a month for a total annual contract of \$11,400 from Clean Star Services.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Termination of Janitorial Contract with Fuqua Janitorial, was approved.

B. Consideration of Proposal from Clean Star Services for Central Florida

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, the Proposal from Clean Star Services for Seven Day a Week Cleaning at \$950 per month, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2020-23 Revising the Fiscal Year 2021 Budget

Ms. Burns noted that at the last meeting there were a couple of things in the budget that jumped out to the Board, for example some contracts were not accounted for, and a couple of actual line items were not tracking with the adopted budget for Fiscal Year 2021. In the admin portion, there was a decrease of engineering services based on actuals from the last couple of years. They were tracking about \$5,000 and there was \$15,000 in there. That was reduced to \$10,000. They increased legal services from \$20,000 to \$30,000, as that's been tracking over the last couple of years.

Ms. Burns noted that there was no line item at all for arbitrage. There are four bonds at \$450 a year, so \$1,800 was added and there were no contracts in place. There is a need to look back and see if prior years need to be done as well. There is \$10,000 in the budget for Trustee services, but there are four bonds and the fee is \$3,700 so the total is actually \$14,870. Ms. Burns noted that it looked like the fourth bond was not accounted for.

Maintenance for the non-amenity portions, it was pretty close to the overall amount. An electric line item was added, it did not look like there was a line item to be able to code electric expenses. The general insurance was broken out for admin and maintenance portions and those were combined into one line item. The landscape maintenance contract that is in place was broken out. Some of the amenities costs were being coded to the general, and for this particular District with the cost share, it is important that they keep those amenity expenses separated and accounted for so they are billed correctly.

Ms. Burns noted that in landscape maintenance, there was about \$25,000 in the upcoming year budget, and they've got \$30,300. This does not include any new areas. Ms. Burns does not know of areas that are going to need to be turned over the district in the next fiscal year, but this does not include anything additional.

Ms. Schwenk reminded the Board that they will have Citrus Landing and Citrus Reserve coming online in February and they will need to be included. Ms. Burns states that they will need roughly six months of landscaping for those two new areas.

Mr. Van Wyk asked if there are amenity facilities or just open areas being turned over, and Ms. Schwenk confirmed it was just open areas. Ms. Burns noted that if they have two areas in place with \$30,000, it is probably safe to double it and change that line item to \$60,000.

Ms. Burns continues to report that it looked like the maintenance and replacement was separated by phases and they combined them into one line item. Fertilization was removed because that was included in a contract. The miscellaneous contingency was reduced because it was tracking over what was needed. As far as the amenity, they reclassed a lot of the line items that were coded to the general field that were actually amenity related. Katie moved those to the appropriate line items so that way if when at the end of the fiscal year there is a true-up payment needed from North Boulevard, all of the invoices will be coded to the amenity expenses.

Ms. Burns noted that there wasn't a line item for janitorial but there was a line item called maintenance staff that had a total of \$4,375 coded to it. The janitorial contract was \$25,000. Now that there is the \$11,400 in place that will be plugged in and it will reduce that section. Now the janitorial will be coded there. The internet didn't match the contract amount in place that was \$525, and it's actually about \$1,700 a year. The electric was able to be reduced because that was tracking well under the amount allotted. Some of the amenity landscaping line items were being coded to the general field landscaping items, so that item was increased so that all the amenity expenses were in that category.

Mr. Burns suggested approving this budget with those line items. It wouldn't be billed at this point unless the expenses are incurred and then they would need to draw on that. They are tied to the assessment amount that was previously adopted and going on roll, and this would not change any of the platted lot assessments or anything. They do believe this is a little bit more of a realistic budget showing some of the line items that need to be amended.

On MOTION by Ms. Schwenk, seconded by Mr. Heath, with all in favor, Resolution 2020-23 Revising the Fiscal Year 2021 Budget, was approved.

NINTH ORDER OF BUSINESS

Consideration of Agreement with S&S Towing and Recovery

Ms. Burns noted that they received some questions from residents at the last meeting regarding the towing policies that were in place. The towing policies were approved but there is no record of a towing company engaged to actually implement those policies. A company was reached out to and there is agreement in front of the Board. The policy that was previously adopted

by the Board back in March is also attached. It looks to be same one side of the street parking only. The question is, is it intended to be one side parking at any time of the day?

Mr. Van Wyk answers that it should mirror the other agreements they have with the different districts. Ms. Burns brings up that there has been some confusion at Highland Meadows II, with the section that says "definitions", just has some general defined terms such as "overnight parking." It says, "overnight: between the hours of ten and six." But the policy that's listed does not make any designation to overnight parking being allowed or not being allowed. It created a ton of confusion of saying, is parking allowed overnight or is it not. She thinks just because some of those definitions aren't listed in there, there was a lot of confusion. If the idea is that you can park on the odd side anytime of the day, it should be clarified better.

Mr. Van Wyk noted that he will look into that and whatever the Board desires as far as what their intent was. He asked if the Board does or does not want overnight parking. Ms. Burns answered that at Highland Meadows II you can park on the odd side anytime, if you park on the even side you will get towed any time. You can park overnight as long as you are on the odd side.

Mr. Van Wyk noted that they wanted to restrict overnight parking in any common areas. The Board agreed with Mr. Van Wyk.

Ms. Burns noted that the way it currently reads, it allows for additional overnight parking areas with a permit at the amenities. If they are allowing for on-street parking overnight at any time, then they will want to be remove overnight parking at the amenities. Mr. Van Wyk states that the Board had talked about allowing persons who had guests for a week or so, allowing them to park in the amenity parking lot with approval of the Board and the manager. The Board agreed there should be no overnight parking at the amenity facilities if they can park overnight in odd spaces.

Ms. Burns reached out to try and see if signage was purchased, and it does not seem like it was. What was done at Highland Meadows II, was a mail notice was sent to all property owners within the District and they also notified all the builders that were selling to future home owners, as well as the instillation of signage that said what the policy was. Ms. Burns then asks Mr. Smith to get a quote for similar signage that came from Highland Meadows II that states the policy and they will be put at every entrance of the community. The towing will not be implemented until the notices have been sent and that signage is in place.

Mr. Smith agrees and states that it sounds like the policy is exactly the same and he could get the same quote for the next meeting. Ms. Burns asks if there are any questions about the contract with S&S Towing. There being none,

On MOTION by Mr. Heath, seconded by Mr. Marone, with all in favor, the Agreement with S&S Towing and Recovery, was approved.

TENTH ORDER OF BUSINESS

Appointment of Audit Committee and Chairman

Ms. Burns suggested that the Boars appoint themselves as the Audit Committee.

On MOTION by Mr. Marone, seconded by Mr. Heath, with all in favor, Appointment of Audit Committee and Chairman, was approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Van Wyk stated that he did not have anything further to report.

B. Engineer

There being none, the next item was followed.

C. Field Manager's Report

i. Consideration of Proposal from GMS to Install COVID-19 Informational Signs at Pool and Playground

Mr. Smith reports that they did install COVID signage for the pool. The playground has since been opened and is accessible now. There was an issue with some of the gate latches between Citrus Isle and Citrus Point on the trail. Residents were getting stuck between the two, and they have been replaced with easier to use latches. Other than that, there is some maintenance of the pool area going on, and in the future, looking at some landscape improvements, assuming it's within budget.

D. District Manager's Report

Ms. Burns adds they had been looking into some pending issues that were brought up by residents. Back in May, the Board approved a quote for speed limit signs to be changed from 30 mph to 15 mph within the community. It looks like those were never ordered. The minutes have been checked and the quote was not included in the package and there was no reference to the vendor. PFM was reached out to, to try to get a copy of the quote that was approved and they were not able to provide it. It was asked if they had the name of the vendor so they could be reached personally and they said they were not sure who it was. If that is something the Board still wants to pursue, a new quote will be needed.

Mr. Heath commented that he thinks a quote is needed, Mr. Smith will add that to his list to bring back for the next meeting.

TWELTH ORDER OF BUSINESS

Other Business

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Supervisors Requests and Audience Comments

There being none, the next item followed.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Ms. Schwenk, seconded by Mr. Rhinehart, with all in favor, the meeting was adjourned.

Secretary/Assistant Secretary

Chairman/Vice Chairman