

Holly Hill Road East Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407-723-5900

www.hollyhillroadeastcdd.com

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 18, 2019 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 gaarlandtj@pfm.com or (407) 723-5900. 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:

Call-in Number: **1-844-621-3956**

Access Code: **790 393 986 #**

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 November 20 and December 4, 2019 Board of Supervisors' Meetings**

Business Matters

2. **Consideration of Financing Matters Relative to Phase 3 & 4 Projects, Series 2020 Bonds**
 - **Other Matters**
3. **Ratification of Shade Structure Installation Agreement**
4. **Ratification of Payment Authorization Nos. 98 – 100**
5. **Review of Monthly Financials *(provided under separate cover)***

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
BOARD OF SUPERVISORS' MEETING**

Wednesday, November 20, 2019 at 10:00 a.m.

**Offices of Cassidy Homes
346 East Central Ave.,
Winter Haven, Florida 33880**

Board Members present at roll call:

Rennie Heath	Board Member	
Andrew Rhinehart	Board Member	
Patrick Marone	Board Member	
Scott Shapiro	Board Member	(via phone)

Also Present:

Jane Gaarlandt	PFM	
Dexter Glasgow	PFM	(via phone)
Roy Van Wyk	Hopping Green & Sams, P.A.	
Alida Taylor	Resident	
Courtney Taylor	Resident	
Darlene Nagi	Resident	

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order approximately at 10:00 a.m. Those in attendance are outlined above.

SECOND ORDER OF BUSINESS

Public Comment Period

There were no public comments at this point in time.

THIRD ORDER OF BUSINESS

**Administration of Oath of Office to
Newly Elected Board Members**

Ms. Gaarlandt administered the oath of office to Mr. Marone and Mr. Rhinehart.

FOURTH ORDER OF BUSINESS

**Consideration Resolution 2020-02,
Canvassing and Certifying the
Results of the Landowners' Election**

Ms. Gaarlandt presented Resolution 2020-02 to the Board for consideration and noted that the Landowners Election results were as follows:

3. Ms. Schwenk was awarded 34 votes.
4. Mr. Rhinehart was awarded 30 votes
5. Mr. Marone was awarded 34 votes.

Ms. Schwenk and Mr. Marone will each serve a 4 year term and Mr. Rhinehart will serve a 2-year term.

On MOTION by Mr. Rhinehart, seconded by Mr. Marone, with all in favor, the Board approved Resolution 2020-02, Canvassing and Certifying the Results of the Landowners' Election.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2020-03,
Appointing District Officers**

The current slate of officers is as follows; Mr. Heath as Chair, Mr. Shapiro as Vice-Chair, Ms. Gaarlandt as Secretary, Mr. Schwenk, Mr. Rhinehart, and Mr. Marone as Assistant Secretaries. Ms. Gaarlandt asked the Board to add Ms. Walden as Assistant Secretary, Ms. Glasgow as Treasurer and Ms. Sikder as Assistant Treasurer.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved Resolution 2020-03, Appointing District Officers, as outlined above.

SIXTH ORDER OF BUSINESS

**Consideration of the Minutes of the
October 16, 2019 Board of
Supervisors' Meeting and the
November 5, 2019 Landowners'
Election**

The Board reviewed the Minutes of the October 16, 2019 Board of Supervisors' Meeting and the November 5, 2019 Landowners' Election.

On MOTION by Mr. Rhinehart, seconded by Mr. Heath, with all in favor, the Board approved the Minutes of the October 16, 2019 Board of Supervisors' Meeting and the November 5, 2019 Landowners' Election.

SEVENTH ORDER OF BUSINESS

**Consideration of Financing Matters
Relative to Phase 3 & 4 Projects,
Series 2020 Bonds**

- a) **MSRB Rule G-17 Disclosure Letter, FMS Bonds**
- b) **Other Matters**

Mr. Van Wyk explained that the MSRB Rule G-17 Disclosure Letter from FMS Bonds is an acknowledgment that the District's Underwriter needs in order to comply with the provisions of the disclosure responsibilities under the Municipal Securities Rulemaking Board.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved the MSRB Rule G-17 Disclosure Letter, FMS Bonds.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2020-04,
Adopting a Fiscal Year 2018-2019
Amended O&M Budget**

The Board reviewed the amended Fiscal Year 2018-2019 O&M Budget. Ms. Gaarlandt explained that the District has not exceeded the overall O&M Budget for expenses, however, certain line items have been adjusted.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board approved Resolution 2020-04, Adopting a Fiscal Year 2018-2019 Amended O&M Budget

NINTH ORDER OF BUSINESS

**Consideration of Bids for
Construction Services**

- a) **Phase 3, Citrus Landing**
- b) **Phase 4, Citrus Reserve**

Mr. Van Wyk explained that the District does not have those bids in yet and asked when the next regular meeting is scheduled. Ms. Gaarlandt replied that the next regular meeting is December 18,

2019. Mr. Van Wyk stated that the bids are due on November 22, 2019 so the District needs to hold a meeting between November 22, 2019 and December 18, 2019. He requested that the Board continue this meeting to a date and time that would be appropriate for District staff to review those bids. The Board discussed continuing today's meeting to Wednesday December 4, 2019 at 9:00 a.m.

TENTH ORDER OF BUSINESS

**Ratification of Payment Authorization
Nos. 93 - 97**

The Board reviewed payment authorizations numbers 93 - 97.

On MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the Board ratified Payment Authorization Nos. 93 – 97.

ELEVENTH ORDER OF BUSINESS

Review of Monthly Financials

The Board reviewed the monthly financials. There was no action required by the Board.

TWELFTH ORDER OF BUSINESS

Staff Reports

District Counsel – No Report

District Engineer – Not Present

District Manager – No Report

THIRTEENTH ORDER OF BUSINESS

**Supervisor Requests and Audience
Comments**

There were no Supervisor requests.

Ms. Taylor brought up concerns regarding promises made to residents when they purchased their home and provided documentation from the builder sales rep that the community was going to have a resort style pool with cabanas, and a playground or park in the center 0.5 miles from the designated plots, however, the amenities are over a mile away. Mr. Heath responded that the Developer does not stand behind what the sales representative claimed. Mr. Van Wyk explained that the Board would determine what amenities to build and where to build those. That information is passed along to the builders. It appears that Builder provided residents information, which was inconsistent with what the Board told the Builders and what the District has done. The District cannot control dissemination of information from a builder even when the Board tells them

everything that they are doing in advance. The Board and District staff cannot answer for the Builder or the Builders' Sales Representatives.

Mr. Heath agreed that it is not right but the Board of the CDD has no control over the Builder. Ms. Taylor asked about the Amenities that were promised but not delivered. Mr. Heath noted that he is on her side and the information that she received from the Builder was incorrect and he would have to go back and look at the plan when the District built the Amenity to see if that Amenity was built based on the plan that the Developer proposed and the CDD took over. If it shows a shade structure in the Amenity area and it is not there that would be a different issue.

Mr. Marone stated that two months ago the Board approved the installation of a large shade structure and the plan is to add a second one as well.

Ms. Taylor is concerned about the 30 mile per hour speed limit. Mr. Heath agreed. The Police Department came by and stated that the speed is too high for a subdivision of that size. Mr. Heath asked what the Board needs to do in order to reduce the speed. Mr. Van Wyk answered that they are public roads and speed limits are regulated by the City that has the jurisdiction over the roadway for traffic control purposes. The City would need to be contacted and asked to reduce the speed limits within that subdivision and the District would then change the speed limit signs. Mr. Van Wyk volunteered to contact the City to reduce the speed to 20 MPH. Ms. Gaarlandt asked Mr. Glasgow to let her know how many signs will need to be changed.

Ms. Taylor mentioned that she is concerned about the CDD fees. She asked what are the fees, when are they increased, and why the residents are not told about the increases, and what it covers. Ms. Gaarlandt explained that the budgets and assessments are listed on the District's website. The fees are determined by the annual budget that the Board approves every year. In cases where the O&M Budget is increased there will be letters sent out to all the residents according to the list that the District has from Tax Collector. Mr. Van Wyk explained the budget process to the residents. District staff explained the difference between Debt Assessments and O&M Assessments. The Debt Assessments end after about 30 years, but the Operations and Maintenance Assessments for the District will continue as long as the District is in place. The overall assessments will be lower once the debt on the District is eliminated.

Mr. Taylor had a question regarding the streets and the curb. The streets have damage due to construction and asked if Pulte is responsible for repairing the road from their construction. Mr. Van Wyk stated that they usually wait to put the final lift of asphalt on the pavement to make it level until they have finished building houses. Mr. Van Wyk stated that if a contractor damaged a roadway while constructing a house District staff needs to know that so they can get the Builder to address it. Mr. Van Wyk asked residents to notify District staff as soon as they notice an issue and they will send Mr. Glasgow out to look at all the roadways. Ms. Gaarlandt asked him to take photos.

Nagi stated that the HOA put a live oak in front of the stop sign. He asked if he is allowed to take that tree out. The Board noted that the District takes care of the landscaping. A discussion took place related to the installed trees. The residents noted that these are the trees that are in every lot. Mr. Heath stated that those are builder installed trees. The residents stated that when they bring

it up to the HOA they are told it is a CDD issue. A lengthy discussion took place. Mr. Van Wyk requested that residents reach out to Ray Perez, the Development Services Person at the City because they have the authority to determine the types of trees allowed to be put in by the Builder on the lots.

Mr. Van Wyk asked Ms. Gaarlandt about the shade structure. Ms. Gaarlandt responded that District staff has not gotten notification of the install yet but she will reach out to the vendor.

Mr. Taylor noted that the pool gate and the push bar gives easy access to enter. He also noted that he has seen people bring the picnic table over and jump the pool fence. He suggested the Board consider a pool fence like at Highland Meadows which comes to a point. The residents suggested installing the exit button instead of the push bar. Mr. Glasgow responded that the District can have the button installed, however, they would have to consider the cost to see if they wanted to invest in that. The system that was installed is able to be adapted to meet challenges like this. Ms. Gaarlandt requested Mr. Glasgow to get a cost estimate for making that change. Mr. Glasgow will reach out to the installer this afternoon to see what the cost would be.

Ms. Taylor noted that one of her dogs almost got hit by a vehicle while she was walking them and noted that there is no dog park close by as promised, but there is an area for it. District staff will look into the cost of a dog park.

FOURTEENTH ORDER OF BUSINESS

Adjournment

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

ON MOTION by Mr. Heath, seconded by Mr. Rhinehart, with all in favor, the November 16, 2019 Board of Supervisors' Meeting for the Holly Hill Road East Community Development District was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

MINUTES OF MEETING

**HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS' MEETING
Wednesday, December 4, 2019 at 9:06 a.m.
Offices of Cassidy Homes
346 East Central Ave.,
Winter Haven, Florida 33880**

Board Members present at roll call:

Andrew Rhinehart	Board Member	
Lauren Schwenk	Board Member	
Patrick Marone	Board Member	
Scott Shapiro	Board Member	(via phone)

Also Present:

Jane Gaarlandt	PFM	
Kevin Plenzler	PFM	(via phone)
Dennis Wood	Wood Engineering	(via phone)
Roy Van Wyk	Hopping Green & Sams, P.A.	(via phone)
Michelle Rigoni	Hopping Green & Sams. P.A.	(via phone)

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order approximately at 9:06 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 Bids for
Construction Services**

- a) Phase 3, Citrus Landing**
- b) Phase 4, Citrus Reserve**
 - **Jr Davis**
 - **Kearney**
 - **QGS**
 - **RIPA**
 - **Tucker**

The District received bids from Jr Davis, Kearney, QGS, RIPA, and Tucker. Mr. Wood explained that everyone received a copy of the bids, which were distributed via email.

Mr. Wood explained that the bids were opened and a summary of the bids were given to the ones that were present. The only one that did not show up for the bid opening was RIPA. Mr. Wood sent RIPA a copy of the summary. Last night Mr. Wood distributed Exhibit A, Exhibit B, and Exhibit C.

Exhibit B shows the bids ranked by cost. QGS was the low bidder at \$5,455,975.48. Tucker paving was a close second at \$5,479,258.58. The Kearney Companies bid amount was \$6,331,807.06. RIPA & Associates bid amount was \$6,679,892.85. Jr. Davis Construction, Inc. was \$6,839,250.58.

The bids were evaluated on the basis of the price that was given for Phase 3 and 4 combined. In reviewing the bids Mr. Wood saw no adjustments that was necessary. The bids were comparable in their submission. Exhibit C is the evaluation based on the evaluation criteria. When summarizing the evaluation criteria in Exhibit A, Tucker Paving was ranked 1st with a total of 93.53 points. The Kearney Company was ranked 2nd with 91.29 points total. QGS Development was ranked 3rd with 90.50 points total. RIPA was ranked 4th with 74.90 total points. Jr. Davis was ranked 5th with 73 total points.

Mr. Wood explained that the reason QGS went from 1st to 3rd was based on their schedule. QGS had 225 days. The Kearney Group had 143 days to complete the project. Tucker had 165 days to complete the project.

Mr. Van Wyk asked Mr. Wood if he found that all the bids were responsive to the RFP request and that there was nothing omitted. Mr. Wood answered that is correct. M.R Van Wyk asked if all the bids seemed reasonable for the work that is contemplated under the RFP. Mr. Wood answered yes. Mr. Van Wyk asked if the District were to evaluate each of the proposals for Phases 3 and 4 separately would he have come up with different rankings for these Contractors. Mr. Wood answered that the rankings probably would have been the same but the price would have been greater.

Ms. Schwenk stated that she agrees with the breakdown and she thinks there is a huge weight put on the schedule and for the District's commitments that is correct and how it should be handled.

Mr. Van Wyk asked if there were any other questions or comments regarding the bid packages or suggested changes to the rankings or the point assignments provided by the District Engineer. Hearing none, Mr. Van Wyk requested a motion to accept the rankings as provided by the District Engineer and issue a notice of intent to award to Tucker Paving as the No. 1 ranked Contractor.

On MOTION by Mr. Rhinehart, seconded by Ms. Schwenk, with all in favor, the Board accepted the rankings as provided by the District Engineer and issue a notice of intent to award to Tucker Paving as the No. 1 ranked Contractor.

FOURTH ORDER OF BUSINESS

Staff Reports

District Counsel – Ms. Rigoni will send Ms. Gaarlandt the Notice of Intent to Award today.

District Engineer – No Report

District Manager – Ms. Gaarlandt noted that at the last meeting it was discussed to move the Board Meetings to the Holiday Inn going forward. The Holiday Inn is booked for December but as of January the rest of the schedule should be ok. District staff will re-notice the meeting schedule starting in January. The next Board Meeting is scheduled for December 18, 2019 at this location.

FIFTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

There were no Supervisor requests or audience comments.

SIXTH ORDER OF BUSINESS

Adjournment

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

ON MOTION by Mr. Rhinehart, seconded by Ms. Schwenk, with all in favor, the December 4, 2019 Board of Supervisors' Meeting for the Holly Hill Road East Community Development District was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

**Holly Hill Road East
Community Development District**

**Financing Matters
Relative to Phase 3 & 4 projects,
Series 2020 Bonds**

**Holly Hill Road East
Community Development District**

Other Matters

(provided under separate cover)

**Holly Hill Road East
Community Development District**

Shade Structure Installation Agreement



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

CONTRACTOR: Legacy Construction Services Group Inc
D.B.A Pro Playgrounds **EIN:** 27-1850232
ADDRESS: 1563 Capital Circle SE, # 144 **CITY, STATE & ZIP CODE:** Tallahassee, FL 32301
CONTACT: Paul Adrianse **PHONE #:** 800-573-7529 **FAX#:** (850) 254-7150
TOTAL CONTRACT AMOUNT: \$21,597.00
PROJECT NAME: Holly Hill Road East Community
Development District Pool Shade **AGREEMENT #:** 6832
PROJECT ADDRESS: 0 Holly Hill Rd, Davenport FL 33837

OWNER: Holly Hill Road East Community
Development District
12051 Corporate Blvd
Orlando FL 32817

THIS AGREEMENT made and entered into on this the 22nd day of August, 2019, by and between Legacy Construction Services Group Inc D.B.A Pro Playgrounds, a Florida Corporation hereinafter referred to as "Contractor" and Holly Hill Road East Community Development District, identified above hereinafter referred to as "Owner". Owner includes the individual or entity listed above, as well as agents authorized to act on their behalf, Owner may be the actual Owner of said property, Prime Contractor, or other authorized Contractee or Agent of Owner.

WITNESSETH

WHEREAS Owner desires to:

Provide engineered sealed drawings & permit for custom hanging cantilever shade. Installation of one hanging cantilever shade - 36x18x8. Fabric & Powder Coat colors - TBD.

at the address known as 0 Holly Hill Rd, Davenport FL 33837, hereinafter referred to as "Property"

AND WHEREAS Contractor warrants being qualified and capable of performing and completing the Work specified herein,

NOW THEREFORE, in consideration of the mutual promises and premises herein contained, Owner and Contractor agree to meet and satisfy all terms and conditions in this contract as follows:

ARTICLE 1 - SCOPE OF WORK

1.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to Provide engineered sealed drawings & permit for custom hanging cantilever shade. Installation of one hanging cantilever shade - 36x18x8. Fabric & Powder Coat colors - TBD.; hereinafter referred to as the "Work" all in strict accordance with the drawings, plans, estimates, proposals and other documents which are attached hereto as Exhibit(s) and expressly incorporated herein

Contractor Initial PAA

Owner Initial WKA



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

by reference and made a part hereof and hereinafter referred to as the "Contract Documents". Contract documents include:

- 1. 2D/3D Site Plans.
 - 2. Estimates.
 - 3. Insurance Certificates.
 - 4. Manufactures Warranties.
- 1.2 Contractor shall not be responsible or held liable for any Work or complications that arise by items or conditions outside of the scope of this Agreement. This includes but is not limited to drainage issues, unforeseen conditions, grading and erosion problems, and any and all things outside of the scope of this Agreement.
- 1.3 Contractor shall complete an excavation permit known as an 811 permit in advance of starting Work as required by law. This service is provided by the utility companies to mark out utility lines on the property. On private property, the free 811 services may not be able or be willing to locate all buried utilities. In this instance, Owner may at its discretion and expense choose to hire and utilize a private company for the purpose of locating buried utilities or hazards not detected by the free 811 service and is encouraged to do so.
- 1.4 Owner acknowledges Contractor shall not be responsible for any damage to unmarked buried utilities, nor shall Contractor repair or pay for the repair of damaged utilities that have not been marked. The term utilities mean any buried object including but not limited to: irrigation lines, water lines, gas lines, electrical lines, data and communication lines, sewer lines, septic tanks, fuel storage tanks or any other buried objects. The term marked means that the entire path of the object has been marked clearly and accurately within 24" of the object on the ground via fluorescent marking paint or flags.

ARTICLE 2 - PROSECUTION OF THE WORK

- 2.1 Due to the nature of the Scope, Contractor is at the mercy of its suppliers and manufacturer(s). Work cannot begin on any portion of the job until all material and equipment deliveries have been scheduled and confirmed. The items to complete the Work must be furnished and available to do so. Contractor will be in communication with Owner regarding the scheduling and delivery of materials as well as the prosecution of the Work on a regular basis.
- 2.2 The Contractor expressly understands that time is of the essence of this Agreement and therefore agrees to procure and prepare its materials and manufactured products in a timely manner so as to be ready to begin Work as soon as possible. Contractor shall perform all Work required under this Agreement in a diligent and prompt manner and shall proceed and operate in such ways to ensure the continued progression of the project and make all attempts to remain on schedule.
- 2.3 The Work is tentatively scheduled to be completed by Friday, November 22, 2019. This date is subject to materials and equipment being manufactured in a timely fashion that will allow Contractor to complete installation by said date. This date is subject to change based on these conditions. The estimated duration of the Work from start to finish is 3-5 days.
- 2.4 Not all Work will require a permit, for Work that does require a permit, the permitting process and responsibilities of Contractor and Owner shall be determined as follows:
- Contractor shall be responsible for acquiring necessary permits for this project.
 - Owner, Prime/General Contractor or other third party shall be responsible for acquiring necessary permits for this project.
 - Owner shall be responsible for the costs of all permits and related drawings and requirements.
 - Contractor shall be responsible for the costs of all permits and related drawings and requirements.

Contractor Initial PAA

Owner Initial WKA



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

ARTICLE 3 – WORKMANSHIP

- 3.1 Work shall be executed in accordance with this Agreement and/or the Contract Documents. All Work shall be done in a good and Workmanlike manner. All materials shall be furnished in sufficient quantities to facilitate the progress of the Work and shall be new unless otherwise stated in this Agreement and/or the Contract Documents. The Contractor warrants that all materials furnished thereunder meet the requirements of this Agreement and/or the Contract Documents and implicitly warrants that they are both merchantable and for the purposes for which they are intended to be used.
- 3.2 Should any items, Work or portions thereof be delayed, damaged or altered by anyone other than Contractor, its employees or subcontractors, hereinafter referred to as "Others"; Owner shall hold those parties accountable for any loss or damages incurred as a result. Contractor shall not be held liable for any damages or costs incurred by Owner as a result of Others and may hold Others liable for its own costs or losses shall the be incurred.
- 3.3 Contractor agrees that it and its employees and subcontractors will maintain a professional appearance and conduct themselves in a professional manner at all times when Working.
- 3.4 The Contractor agrees it shall be responsible for the prevention of accidents to itself, its employees and applicable subcontractors engaged upon or in the vicinity of the Work.

ARTICLE 4 – PREMISES

- 4.1 Contractor agrees to keep the premises and other project areas reasonably clean of debris and trash resulting from the performance of Contractor's Work. Contractor will also make efforts to highlight and block off potentially hazardous areas or obstacles present on the premises during the construction process in compliance with regulations.
- 4.2 Owner has the right at any time to visits the premises to check on progress or for purposes of communication; however, Contractor must be notified of such visits to ensure the safety of the visitor(s), also these visits must not severely interfere with the progress of Work. Owner shall defend, indemnify and hold harmless Contractor and its directors, officers, employees, agents, stockholders, affiliates, subcontractors and customers from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys' fees and costs) which arise out of, relate to bodily injury occurring while on the premises by Others before completion of the Work.
- 4.3 Contractor agrees to make all efforts to prevent damage to existing property on the premises. Should Owner suspect that Contractor or its employees or subcontractors have caused damage to Owners property; Owner shall notify Contractor of those damages in writing and request curing of said damages within 48 hours of their occurrence. Contractor agrees to rectify, repair or pay for the repair of any property damage for which it or its employees or subcontractors are directly responsible for. Contractor shall not be responsible for any event outside of Contractor's control that results in damage to Owners property including inclement weather, acts of God, theft, vandalism, damage by Others, etc.

ARTICLE 5 – INSURANCE AND BONDING

- 5.1 Contractor warrants that it maintains insurance(s) that will protect Contractor and its employees and in some instances Owner from claims under Workers compensation acts and for claims from damages that may result from or arise out of Contractor's operations during construction; whether such operations be by Contractor or anyone directly or indirectly employed by Contractor. Contractor warrants that it currently carries the following insurance(s) and stated insurance(s) and coverage(s) are documented in the Contract Documents:

- 1. Comprehensive General Liability Insurance with the following limits:
 - a) Bodily Injury and Death - \$2,000,000/occurrence; \$2,000,000/aggregate
 - b) Property Damage - \$2,000,000/occurrence; \$2,000,000/aggregate

Contractor Initial PAA

Owner Initial WKA



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

- 2. Worker's Compensation & Employers Liability with the following limits:
 - a) Each Accident - \$1,000,000
 - b) Disease - \$100,000/employee; \$500,000/policy limit
- State of Florida Workers Compensation Exemption
- 3. Commercial Automobile Insurance with the following limits:
 - a) Bodily Injury - \$1,000,000/person; \$1,000,000/accident
 - b) Property Damage - \$1,000,000/accident
 - c) Personal Injury Protection (PIP) - \$10,000/person

5.2 Contractor shall not provide any form of bonding for this Work. Should Owner request any form of bond from Contractor that is not included in this Agreement or the Contract Documents, Owner shall pay the cost of those bonds in full.

ARTICLE 6 – CHANGES IN THE WORK

- 6.1 Both Owner and Contractor, without having invalidated this Agreement, may request changes to the Work scheduled to be performed as stated in this Agreement and/or within the Contract Documents consisting of additions, deletions or other revisions, hereinafter referred to as a "Change Order". Request(s) by either Owner or Contractor to make change(s) to the Work scheduled to be performed shall be subject to the discretion and acceptance of both parties.
- 6.2 All Change Orders shall be made using AIAG701-2001 Change Order or similar form.
- 6.3 Change Order(s), whether requested and completed by Contractor or Owner must be acknowledged by both Owner and Contractor, agreed upon by both Owner and Contractor and signed by both Owner and Contractor to be valid. Change Order(s) can only be signed by Contractor and Owner. Any Change Order(s) signed by individuals or representatives other than Contractor or Owner, unless specifically named in this Agreement and/or the Contract Documents will be invalid.
- 6.4 Approved Change Order(s) will be considered as an amendment and/or revision to this Agreement and/or the Contract Documents, but shall not invalidate this Agreement. Approved Change Order(s) may alter the total contract sum of this Agreement and/or the Contract Documents either as an increase or a decrease in cost depending upon the nature of the revision. Contractor agrees to provide documentation of this alteration to the total contract sum and bill accordingly. Owner agrees to verify documentation of all alterations to the total contract sum to its satisfaction and pay accordingly. All payments for change orders are subject to the payment terms in Article 9 of this document.
- 6.5 Generally, all items that have been furnished to the Property for the purpose of completing the Work are non-returnable and nonrefundable unless the request arises as a result of an error by the Contractor. Return policies for items are at the discretion of the manufacturers and suppliers and not the Contractor. Should Owner wish to return items it has purchased that have been furnished, ordered or are in production, and should manufacture or supplier allow Owner to do so, Owner shall bear the burden and all costs associated with doing so as set forth by the supplier or manufacturer. Such costs may include return shipping, restocking fees or any other fees or charges determined by the manufacture or supplier.

ARTICLE 7 – DEPOSITS

- 7.1 Contractor does hereby promise that it will, for and in consideration of the payments hereinafter specified, furnish all manpower, labor, supervision, tools, equipment, materials, and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents.
- 7.2 Contractor warrants that monies received for the performance of this contract, be they in the form of deposits or progress payments shall be used for labor, materials and procurement thereof entering into this Work and said monies shall not be diverted to satisfy obligations of the Contractor on other contracts

Contractor Initial DAA

Owner Initial WKA



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

or other financial obligations not related to the terms and conditions specific to this Agreement and/or the Contract Documents.

7.3 Owner shall provide Contractor with the following necessary deposit(s) to procure all required manpower, labor, supervision, tools, equipment, materials, permits and all other things necessary or required to complete all Work described and contained in this Agreement and/or the Contract Documents. Contractor shall provide Owner with a written request for such deposits and such requests shall serve as records if fulfilled. If Owner is obligated to provide Contractor with a deposit for services or goods, no Work shall be scheduled and no goods shall be ordered until time at which said deposit has been received unless otherwise specified in this Agreement.

- Owner shall provide Contractor with a deposit for 100% of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.
- Owner shall provide Contractor with a deposit for 50% of the cost of all goods and materials to complete all Work described and contained in this Agreement and/or within the Contract Documents.
- Owner shall provide Contractor with a deposit in the amount of \$ 10,798.50 of the cost of all goods and materials required to complete all Work described and contained in this Agreement and/or within the Contract Documents.

ARTICLE 8 – OWNER INSPECTION AND ACCEPTANCE

- 8.1 As the Work or portions thereof are completed in accordance with this Agreement and/or in the Contract Documents; Owner shall at its earliest convenience inspect the Work completed by Contractor and confirm that it conforms to descriptions and promises contained in this Agreement and/or the Contract Documents. Owner shall promptly make arrangements to pay Contractor for completed Work that is in compliance per the terms and conditions of Article 9 of this Agreement.
- 8.2 If Owner inspects Contractor’s completed Work or portions thereof and believes that the Work completed is not in conformance to this Agreement or the Contract Documents, Owner shall notify Contractor in writing of the alleged non-conforming Work within 10 days of the Work being completed.
- 8.3 Owner agrees it will provide Contractor with photos of the claimed deficiencies, a itemized written list of the alleged non-conforming Work and what actions it believes are necessary to bring those items into compliance.
- 8.4 Upon receipt of the list and photos of the alleged non-conforming Work; Contractor shall have thirty (30) days to dispute, provide a plan to cure or repair and rectify the non-conforming Work at Contractor’s expense should the claims be valid. Contractor shall document all efforts to cure all non-conforming Work via photographic evidence and written documentation and provide this documentation to the Owner in a timely manner.
- 8.5 All completed Work or portions thereof that are not in dispute for compliance shall be subject to the payment terms of Article 9 of this Agreement. Owner shall not withhold payment for any portion of the Work, or percentage thereof that is compliant as a means of insurance, security or as a cure to other portions of the Work that are noncompliant or under dispute thereof.

ARTICLE 9 - PAYMENT

- 9.1 As Work is completed in compliance with this Agreement and the representations contained herein; Owner shall make necessary preparations for payments due to Contractor in accordance with this Agreement; Change of Work Order(s) and/or the Contract Documents.
- 9.2 Contractor shall submit draw/payment requests to Owner as Work commences and is completed. All draw requests shall be submitted to Owner on AIAG702-1992, Application and Certificate for Payment, and AIAG703-1992 Continuation Sheet, which lists contract sums, Work completed and schedule of values or via other traditional invoicing methods.

Contractor Initial DAA

Owner Initial WKA



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

- 9.3 All outstanding and undisputed balances for goods and materials, Change of Work Order(s), labor or any other premise described in this Agreement, or the Contract Documents is due to Contractor within 30 days of invoicing. Failure by Owner to make payment to Contractor for any and all outstanding balances owed as stated and agreed upon in this Agreement, any outstanding Change Orders and/or the Contract Documents shall result in all outstanding balances being subject to penalty interest, that shall accrue at the maximum legal rate per month, beginning 30 days after first late payment or nonpayment. Owner shall be responsible for any costs related to attorneys' fees, court fees or other measures taken to collect on unpaid balances.
- 9.4 Owner shall not withhold any retainage from Contractor for undisputed Work or portions thereof.
- 9.5 If, through no fault of its own, Contractor is unable to continue Work, the schedule is changed, or Work is delayed or because of Owner or other individuals acting for or on behalf of Owner, then Owner shall promptly pay Contractor in full within 30 days of receiving invoice from Contractor for any Work completed, labor and materials furnished on the project, subject to the payment terms and conditions in Article 9 of this Agreement.
- 9.6 All materials and items furnished become the property of the Owner upon their delivery to the Property. Owner shall be responsible for the security and insurance of said items. All furnished items are eligible for billing and payment pursuant to the terms of this agreement regardless if they have been permanently affixed, installed or incorporated into a structure.
- 9.7 Should Owner refuse to accept delivery of products on site, Owner shall bear all costs with reconsignment, shipping, storage or return of those products.

ARTICLE 10 – RELEASE OF LIENS

- 10.1 Contractor reserves the right to lien on all real property where materials and/or labor are furnished in relation to this Agreement and/or the Contract Documents in the event of delayed payment, nonpayment or underpayment.
- 10.2 Contractor shall supply Owner with a partial lien wavier for all deposits and progress payments made to Contractor by Owner.
- 10.3 Contractor agrees to provide Owner with a final and full lien waiver within ten (10) days of receiving final payment from Owner.

ARTICLE 11 – WARRANTIES

- 11.1 Contractor warrants and guarantees its Work to the full extent as required by the Contract Documents or anywhere in this Agreement. Contractor shall at its expense make good any faulty, defective, improper or non-conforming portions of the Work discovered within one (1) year of the date of completion of the project or within such longer period as may be provided for in the Contract Documents or anywhere in this Agreement. The extension of this warranty does not include issues that would arise as a result of acts outside of Contractor's control such as inclement weather, acts of God, vandalism, theft, normal wear and tear, Owner alterations, damage by others, etc.
- 11.2 Warranty claims for rubber surfacing shall not be honored or enforceable if damage is a result of corrosive materials contaminating the surfacing, including but not limited to: sand, debris, dirt, bleach, chlorine, fuels, caustics.
- 11.3 If any portion of the Work was completed by Others then Contractor shall not be required to warranty those portions of the Work. As such, should a deficiency in the Work of Others create a deficiency in the Work of Contractor, then Others shall be held liable by the Owner and Contractor for the deficiency.
- 11.4 Some warranty claims may be the responsibility of a manufacturer(s) or supplier(s) and not a result of Contractor's actions - such as undetected manufacturing defects or equipment that develops defects as a result of normal use during a specific time period. Contractor shall furnish Owner with all manufacturer(s)

Contractor Initial PAA

Owner Initial WKA



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

and supplier(s) written guarantees and warranties covering equipment and materials furnished in this Agreement and/or the Contract Documents and shall assist Owner in the process of any warranty claims related to such equipment.

11.5 All warranties become null and void if the project is not paid for in full.

ARTICLE 12 - DISPUTE RESOLUTION

12.1 Each of the parties hereto irrevocably agrees that any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof brought by any other party or its successors or assigns may be brought and determined exclusively in the Court of Leon County in the State of Florida or, if under applicable Law exclusive jurisdiction over such matter is vested in the federal courts, any court of the United States located in the State of Florida, and each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect to its property, generally and unconditionally, to the exclusive jurisdiction of the aforesaid courts and agrees that it will not bring any legal action or proceeding with respect to this Agreement or for recognition and enforcement of any judgment in respect hereof in any court other than the aforesaid courts.

12.2 Subject to the limitations as otherwise set forth in this Agreement, if an action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's costs, reasonable attorney's fees, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

ARTICLE 13 - SEVERABILITY

13.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability.

ARTICLE 14 - MISCELLANEOUS ADDITIONS AND PROVISIONS

14.1 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, Contractor also warrants, agrees to and/or acknowledges the following:

- 1. _____
- 2. _____
- 3. _____

14.2 In addition to the terms and conditions set forth in this Agreement and/or in the Contract Documents, Owner also warrants, agrees to and/or acknowledges the following:

- 1. _____
- 2. _____
- 3. _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this the 22nd day of August, 2019.

CONTRACTOR: Legacy Construction Services Group Inc.

OWNER: Davenport Road South Community Development District

Contractor Initial PAA

Owner Initial WKA



Legacy Construction Services Group Inc
DBA Pro Playgrounds
1563 Capital Circle SE, #144
Tallahassee, FL 32301

Paul Adrianse Adrianse

(Signature of Contractor)

Name/Title: Paul Adrianse, President

Address of Contractor:
Legacy Construction Services Group Inc.
1563 Capital Circle SE, #144
Tallahassee, FL 32301

W. K. A.

(Signature of Owner)

Name/Title:

Address of Owner:
12051 Corporate Blvd
Orlando FL 32817

Contractor Initial PAA

Owner Initial WKA



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Date	Estimate #
8/20/2019	6832

Project Name
Holly Hill CDD - Shades for pool ...



WE WILL BEAT ANY PRICE BY 5%!

Customer / Bill To
Attn: Jane Gaarlandt PMF Group Consulting LLC. 12051 Corporate Blvd Orlando FL 32817

Ship To
Holly Hill Community Development District 0 Holly Hill Road East Davenport FL 33837

Item	Description	Qty	Cost	Total:
	Furnish labor & materials to complete the following: 1. Provide engineered sealed drawings & permit for custom hanging cantilevers 2. Installation of one hanging cantilever shades - 36x18x8			
CSSD	***HANGING CANTILEVER PRODUCTS*** Rectangle Hanging Cantilever Shade: 36' Length x 18' Width x 8' Entry Height. (2) Columns on Base Plates + 6" surfacing at 12"x12". Beams at 10"x6". Rafters at Ø5.0" 11-Ga With Glide Elbows. Frame Color: TBD Fabric Color: TBD	1	8,190.00	8,190.00
ENGDRAW	Engineered Drawings for Permitting - Shade Structure Seals	1	690.00	690.00
Shipping	Combined Shipping and Freight Charges	1	705.00	705.00
	RAW MATERIALS			
RMC	Ready Mix Concrete 2500 PSI MIN	6	170.00	1,020.00
RBAR5	No. 5 Rebar	252	1.75	441.00
FBLOCK	Footer Blocks	8	2.00	16.00
	INSTALLATION, RENTALS & PERMITTING			
PERMIT	Permitting Costs	1	1,695.00	1,695.00
CONPUMP	Concrete Pumping Services, Basic, 4 Hr	1	500.00	500.00

AGREED AND ACCEPTED:
If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.

W. K. ... Chairman / /
Signature Name / Title Date

Subtotal:
Sales Tax: (6.0%)
Total:

Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect or damage at time of delivery and inventory parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs in relationship to any cancelled or missed delivery appointment. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness.

DAA



Pro Playgrounds
8490 Cabin Hill Road
Tallahassee, FL 32311

Quote

Date	Estimate #
8/20/2019	6832

Project Name
Holly Hill CDD - Shades for pool ...



WE WILL BEAT ANY PRICE BY 5%!

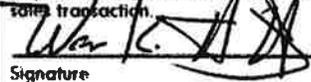
Customer / Bill To
Attn: Jane Gaarland PMF Group Consulting LLC. 12051 Corporate Blvd Orlando FL 32817

Ship To
Holly Hill Community Development District 0 Holly Hill Road East Davenport FL 33837

Item	Description	Qty	Cost	Total:
FLIFTDAY	Fork Lift Weekly Rental	1	1,638.00	1,638.00
DELFFEE	Equipment Delivery / Pick Up Fees	1	300.00	300.00
Dumpster Rental	Dumpster Rental	1	650.00	650.00
LBRSS	Labor and Installation of Shade	1	6,947.44	6,947.44
DSC	Discount		-1,195.44	-1,195.44

AGREED AND ACCEPTED:

If the above total price, scope of work, specifications, terms and conditions are acceptable, sign below indicating your acceptance and authorization for Pro Playgrounds to proceed with the work and/or sales transaction described in this quotation. Upon signature and payment in accordance with this quote, Pro Playgrounds will proceed with the work and/or sales transaction.


Chairman
/ /
 Signature Name / Title Date

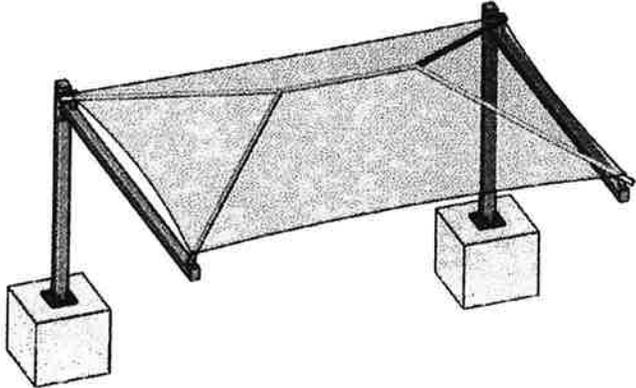
Subtotal:	\$21,597.00
Sales Tax: (6.0%)	\$0.00
Total:	\$21,597.00

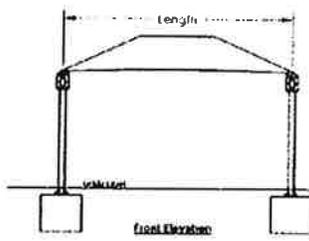
Terms and Conditions - Price valid for 30 days and subject to change. 1. If installation is not included with your purchase, client will be responsible for coordinating receiving and unloading of all goods, delivery drivers will not help unload goods. 2. Client will be responsible to inspect goods for defect or damage at time of delivery and inventory parts, any deficiency or missing parts must be noted on delivery slip. 3. Client will be responsible for costs in relationship to any cancelled or missed delivery appointment. 4. Client has reviewed all items, colors and descriptions on this quote for accuracy and correctness.

PAA

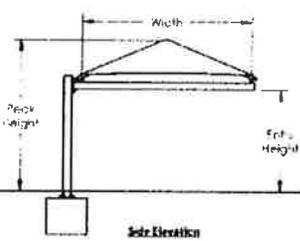
Hanging Cantilever Hip Shade

Length	Width	Entry Height
Peak Height	Ribbow	Column Mount
Column Size	Rafter Size	Ridge Size
Column Length	Rafter Length	Ridge Length



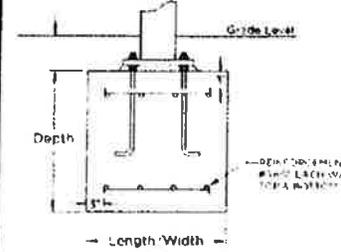


Front Elevation

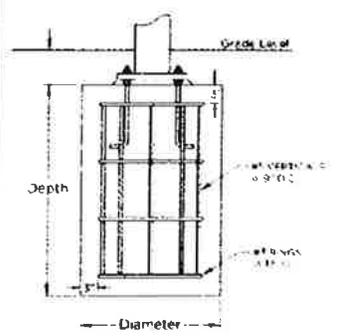


Side Elevation

Square Footing		
Column	Length & Width	Depth
Single Col.		
Double Col.		



Round Footing		
Diameter	Single Column Depth	Double Column Depth
3" Ø		
4" Ø		
6" Ø		



SHADE	PART NO 188204	SHADE SIZE 36 X 18	SHADE STYLE Hanging Cantilever Hip Shade	 <i>The Play & Recreation Experts</i>
--------------	--------------------------	------------------------------	--	--

DATA
WKT

**Holly Hill Road East
Community Development District**

Payment Authorization No. 98 – 100

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 098
11/15/2019

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Black Oak Creative Drone Services	399	\$ 200.00	FY 2020
2	Business Observer Legal Advertising on 11/08/2019	19-02019K	\$ 50.31	FY 2020
3	City of Davenport Acct: 9534 ; Service 10/05/2019 - 11/04/2019	--	\$ 28.73	FY 2020
4	Complete Pool Care December Pool Service	13339	\$ 1,525.00	FY 2020
5	Creative Association Services November Landscaping Services November Amenity Landscaping Services	6330 6334	\$ 1,166.00 \$ 500.00	FY 2020 FY 2020
6	PFM Group Consulting Reimbursables: September 2019	OE-EXP-00464	\$ 11.50	FY 2019
TOTAL			\$ 3,481.54	
			11.50	FY 2019
			3,470.04	FY 2020



Board Member

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

RECEIVED NOV 18 2019

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 099
11/22/2019

Item No.	Vendor	Invoice Number	General Fund	Fiscal Year
1	Duke Energy Acct: 42941 31323 ; Service 10/21/2019 - 11/18/2019	--	\$ 1,094.44	FY 2020
2	Fuqua Janitorial Services November Clubhouse Cleaning	7950	\$ 765.00	FY 2020
3	PFM Group Consulting Reimbursables: September 2019	106896	\$ 736.04	FY 2019
	Reimbursables: September 2019	107047	\$ 52.91	FY 2019
TOTAL			\$ 2,648.39	
			788.95	FY 2019
			1,859.44	FY 2020

Board Member

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

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT DISTRICT**

Payment Authorization No. 100
12/6/2019

Item No.	Vendor	Invoice Number	General Fund
1	Business Observer		
	Legal Advertising on 11/22/2019	19-02124K	\$ 50.31
2	Creative Association Services		
	Irrigation Repairs	6355	\$ 524.33
	Irrigation Repairs	6356	\$ 1,847.50
	December Landscaping	6360	\$ 1,166.00
3	Danielle Fence		
	Fence Installation	65012	\$ 2,662.00
4	Duke Energy		
	Acct: 31118 94380 ; Service 10/25/2019 - 11/25/2019	--	\$ 384.97
	Acct: 65321 85118 ; Service 10/29/2019 - 11/27/2019	--	\$ 38.30
	Acct: 57840 25499 ; Service 11/04/2019 - 12/03/2019	--	\$ 82.94
	Acct: 97939 61028 ; Service 11/04/2019 - 12/03/2019	--	\$ 16.46
5	Hopping Green & Sams		
	General Counsel Through 10/31/2019	111352	\$ 1,686.00
6	The Ledger		
	Legal Advertising on 10/09/2019	L060G0J13N	\$ 341.84
7	Navitas		
	Playground Lease	--	\$ 1,642.78
8	Orkin		
	Pest Control	192509070	\$ 48.15
9	PFM Group Consulting		
	DM Fee: November 2019	DM-11-2019-0030	\$ 1,666.67
	Website Fee: November 2019	DM-11-2019-0031	\$ 125.00
10	Supervisor Fees - 10/16/2019 Meeting		
	Rennie Heath	--	\$ 200.00
	Scott Shapiro	--	\$ 200.00
	Lauren Schwenk	--	\$ 200.00
	Patrick Marone	--	\$ 200.00
	Andrew Rhinehart	--	\$ 200.00
11	Supervisor Fees - 11/20/2019 Meeting		
	Rennie Heath	--	\$ 200.00
	Scott Shapiro	--	\$ 200.00
	Patrick Marone	--	\$ 200.00
	Andrew Rhinehart	--	\$ 200.00
TOTAL			\$ 14,083.25

Board Member

**Holly Hill Road East
Community Development District**

Monthly Financials

(provided under separate cover)