

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, July 8, 2020 at 10:00 a.m. via conference call due to the Executive Order 20-150 extending COVID-19 Executive Order 20-69**. Attached to this Agenda is a copy of the Executive Order 20-150. Questions or comments on the Board Meeting or proposed agenda may be addressed to Jane Gaarlandt at gaarlandtj@pfm.com or (407) 723-5900. The attendance of three Board Members is required to constitute a quorum.

To attend the meeting, please use the below conference call information:

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]*

Business Matters

1. **Consideration of Agreement between the District and Governmental Management Services – Central Florida, LLC for District Management Services**
2. **Consideration of Resolution 2020-15, Providing for the Removal and Appointment of District Officers**
3. **Consideration of Resolution 2020-16, Establishing a Checking Account**

Other Business

Staff Reports

District Counsel
Interim Engineer
District Manager

Supervisor Requests and Audience Comments

Adjournment



STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-150

(Emergency Management – COVID-19 – Local Government Public Meetings)

WHEREAS, Executive Order 20-69, as extended by Executive Order 20-112, Executive Order 20-123 and Executive Order 20-139, expires on June 30, 2020, unless extended.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. I hereby extend Executive Order 20-69, as extended by Executive Orders 20-121, 20-123 and 20-139, until 12:01 a.m. on August 1, 2020.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 23rd day of June, 2020.

A large, stylized handwritten signature of Ron Desantis in black ink, written over a horizontal line.

RON DESANTIS, GOVERNOR

ATTEST:

A handwritten signature of Laurel M. Lee in black ink, written over a horizontal line.

SECRETARY OF STATE

DEPARTMENT OF STATE
TALLAHASSEE, FLORIDA

2020 JUN 23 PM 5:54

FILED

**Holly Hill Road East
Community Development District**

**Agreement between the District and
Governmental Management Services**

**AGREEMENT FOR DISTRICT MANAGEMENT SERVICES BETWEEN
HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT
AND GOVERNMENTAL MANAGEMENT SERVICES - CENTRAL
FLORIDA, LLC**

Date of Agreement: July 8, 2020

Between: **Governmental Management Services- Central Florida LLC**
219 E. Livingston Street
Orlando, Florida 32801

(Hereinafter referred to as “Manager”);

And: **Holly Hill Road East Community Development District**
A unit of special purpose local government located in Polk County,
Florida

(Hereinafter referred to as “District”).

SERVICES OF DISTRICT MANAGER

This engagement is for the Manager to provide District Management Services for the District. The duties and responsibilities included in the Base Service Contract as District Management Services (“Contract” or “Agreement”) include, but are not limited to the following:

Management Services

- Attend, record and conduct all regularly scheduled Board of Supervisors’ meetings including landowners’ meetings, continued meetings and workshops
- Present the District’s annual budget in accordance with Chapter 190, Florida Statutes
- Ensure District is in compliance with administrative and financial reporting for community development districts
- Correspond and communicate with Board of Supervisors and staff to respond to the various needs of the District and community
- Review and approve agendas for circulation to the Board of Supervisors
- Review and approve annual budget, annual audit, monthly disbursements
- Review annual insurance policy to ensure District maintains proper insurance coverage

Administrative Services

- Provide minutes for all Board of Supervisors' meetings including landowners' meetings
- Prepare agenda packages for transmittal to Board of Supervisors and staff 7 days prior to Board of Supervisors' meeting and ensure website posting of same consistent with ADA and other legal requirements
- Ensure compliance with all administrative statutes affecting the District, which include but are not limited to:
 - Publish and circulate annual meeting notice
 - Report annually the number of registered voters in the District by June 1, of each year
 - Maintain "Record of Proceedings" for the District within Polk County the District is located which includes meeting minutes, agreements, resolutions and other required records
 - Properly notice public meetings in accordance with the appropriate Florida Statutes in the newspaper of general circulation of the District

Website Services

- Provide website services, including independent performance of or the engagement of a third party firm to create an ADA compliant website, consistent with the requirements of Chapter 189 and 190, Florida Statutes, ensuring the website's regulatory compliance under the ADA and other federal law and rulemaking, including but not limited to the Web Content Accessibility Guidelines 2.1 Level AA, as the same may be amended and updated from time to time (as amended and updated from time to time, "WCAG"). Cost of the website creation is not included in this Contract and performance of such is contingent upon the Districts approval and funding of the Manager's performance of such remediation services or of approving and executing an agreement with a third party firm.
- Host and maintain the District's website, consistent with the above referenced legal requirements. Specifically, Manager shall:
 - Ensure that new documents and other content, including but not limited to image, video and audio files, uploaded to the District's website are in accessible formats for assistive technologies, as needed, including but not limited to new agenda materials, audit reports, meeting minutes, and other documents required or requested to be added to the website
 - Update the District's Accessibility Policy (as defined herein), which may need to be updated from time to time as legal and regulatory conditions change, for display and use on the website. Said "Accessibility Policy" shall contain, at a minimum, a commitment to accessibility for persons with disabilities, the District's engagement of Manager for ADA-specific services, in an effort to maintain the website's ADA compliance, the accessibility standard used and

- applied to the website (which shall be, at a minimum, WCAG), and contact information for the Manager or their designee (email and phone number) for users encountering any problems
- Secure domain name and provide hosting with fail-over, automated, and regular back-up measures to ensure continued functionality and accessibility of the website (collectively, "Hosting"). Hosting shall also include, but not be limited to, a minimum of 15GB of file space, 20Mbps download speed and 5 MBps upload speed, and 95% website uptime, or better, calculated on an annual basis.
 - Respond to the public's requests for website accommodation and provide the necessary assistive support consistent with case law, insurance requirements and regulatory requirements/legal conditions.
 - Provide for the long-term storage of electronic data in compliance with all applicable Florida laws regarding records retention; and
 - Provide any and all other effort reasonably necessary to allow the District to receive the maximum benefit of the Website Services contemplated by this provision
- Perform, or cause to be performed, at least four (4) quarterly technological and/or human audits per year to ensure the website's compliance with WCAG standards or better and any applicable laws, rules and regulations applicable to the Website. Manager shall remediate any deficiencies identified during each audit within thirty (30) days or sooner, if required by court order or another agreement, and provide a written report to the District summarizing the audit and remediations made, if any. Cost of quarterly technological and/or human audits is not included in this contract and performance of such is contingent upon the Districts approval and funding of the Manager's performance of such remediation services or of approving and executing an agreement with a third party firm.

Accounting and Financial Reporting Services

- Establish Governmental Fund Accounting System in accordance with the Uniform Accounting System prescribed by the Florida Department of Financial Services for Government Accounting. This system includes preparing monthly balance sheet, income statement(s) with budget to actual variances
- Prepare accounts payable and present to Board of Supervisors for approval or ratification
- Prepare annual budget for review and approval by the Board of Supervisors
- Transmit proposed budget to local governing authorities 60 days prior to adoption
- Prepare year-end adjusting journal entries in preparation for annual audit by Independent Certified Public Accounting Firm
- Maintain checking accounts with qualified public depository selected by the Board of Supervisors

- Ensure compliance with financial and accounting statutes affecting the District which include but are not limited to:
 - Complete annual financial audit report within 9 months after the fiscal year end
 - Circulate annual financial audit report and annual financial report to appropriate governmental agencies
 - Prepare annual public depositor report
 - Oversee and implement bond issue related compliance, i.e., coordination of annual arbitrage report, transmittal of annual audit and budget to the trustee, transmittal of annual audit to bond holders and underwriters, annual/quarterly disclosure reporting, etc.
 - Transmit Public Facilities Report to the appropriate agencies
 - Procure necessary insurance for the District, which includes liability, property, workers' compensation, etc.

Other Services: Contract Administration

- Provide maintenance contract administration for the District recreational facilities and other District improvements maintenance contracts to ensure contractors are providing services in accordance with contracts approved by the Board of Supervisors.
- Provide contract administration for amenity facilities management and maintenance. contract administration for contracts regarding the District's amenity facilities to ensure that contractors are performing in accordance with the terms of the contract with the District approved by the Board of Supervisors.
- Provide contract administration for any and all interlocal agreements entered into by the District with other governmental entities, including but not limited to other special districts and Polk County, to ensure that the parties thereto are performing in accordance with the terms of the respective interlocal agreement approved by the Board of Supervisors
- Provide contract administration for contracts regarding any and all other contracts not otherwise set forth herein but approved by the Board of Supervisors to ensure that terms of the contracts are being adhered to by the parties thereto.

FEES AND TERM OF SERVICES

All services will be completed on a timely basis in accordance with the District needs and statutory requirements. The Base Services and Other Services Elected by District shall commence on August 7, 2020.

The District agrees to compensate the Manager in accordance with the fee schedule set forth in the attached **Exhibit A**. Payment for these services shall be payable in equal monthly installments at the beginning of each month except as otherwise noted on **Exhibit A**.

In addition, the District agrees to reimburse the Manager for expenses incurred as part of performing the duties and responsibilities outlined in this contract. These expenses include, but are not limited to: reproduction, printing and binding, long distance telephone, facsimile transmission, postage and express mail, legal advertising and supplies. All expenses shall be at the cost incurred by Manager, and in all cases shall be consistent with the provisions of Chapter 112, F.S., to the extent applicable.

This agreement shall automatically renew each Fiscal Year of the District, unless otherwise terminated by either party. The District will consider price adjustments each twelve (12) month period to compensate for market conditions and the planned workload of the District to be performed during the next twelve (12) month period. Evidence of price or fee adjustments will be approved by the Board in its adopted or amended Fiscal Year Budget.

DISTRICT RESPONSIBILITIES

The District shall provide for the timely services of its legal counsel, engineer and any other consultants, contractors or employees, as required, for the Manager to perform the duties outlined in this Contract. Expenses incurred in providing this support shall be the sole responsibility of the District.

TERMINATION OF THIS CONTRACT

This Contract may be terminated as follows:

1. By the District for "good cause," which shall include misfeasance, malfeasance, nonfeasance or dereliction of duties by the Manager which termination may be immediate; or
2. By the Manager or District, for any reason, upon 60 days written notice.

In the event this Contract is terminated in either manner above stated, the Manager will make all reasonable effort to provide for an orderly transfer of the books and records of the District to the District or its designee.

GENERAL TERMS AND CONDITIONS

1. All invoices are due and payable when received.

2. This Contract shall be interpreted in accordance with and shall be governed by the laws of the State of Florida.
3. In the event that any provision of this contract shall be determined to be unenforceable or invalid by a court such unenforceability or invalidity shall not affect the remaining provisions of the Contract, which shall remain in full force and effect.
4. The rights and obligations of the District as defined by this Contract shall inure to the benefit of and shall be binding upon the successors and assigns of the District. There shall be no assignment of this Contract by the Manager, without the approval of the District.
5. The Manager agrees to pay, discharge, defend (if required by the District), indemnify and hold the District and its supervisors, agents, employees, representatives, successors and assigns harmless from and against any and all demands, claims, causes of action, proceedings, obligations, settlements, liabilities, damages, injunctions, penalties, liens, losses, charges and expenses of every kind or nature (including, without limitation, reasonable fees of attorneys and other professionals retained by the District in the event Manager fails to retain counsel to represent the District, its supervisors, agents, employees, representatives, successors and assigns, who is reasonably acceptable to the District), incurred by the District or its supervisors, agents, employees, representatives, successors and assigns arising out of or in connection with: (i) any management services to be provided by the Manager pursuant to this Contract; (ii) any failure by Manager to perform any of its obligations under this Contract; (iii) any accident, injury or damage to property or persons, if caused by the acts or omissions of Manager or Manager's officers, partners, employees, contractors, subcontractors, invitees, representatives, or agents; (iv) any and all accidents or damage that may occur in connection with Managers or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents use of the District property; (v) any failure of Manager or Manager's officers, employees, contractors, subcontractors, invitees, representatives, or agents to comply with any applicable codes, laws, ordinances, or governmental requirements, agreements, approvals, or permits affecting District property. The provisions of this paragraph shall survive the expiration or sooner termination of this Contract.
6. Nothing contained in this Contract shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim which

would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

- 7. Any amendment or change to this Contract shall be in writing and executed by all parties.

NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, or express mail with proof of receipt. If sent to the District, notice shall be to:

Holly Hill Road East Community Development District
Hopping Green & Sams, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Roy Van Wyk

If notice is sent to Manager, it shall be sent to:

Governmental Management Services - Central Florida, LLC
219 E. Livingston Street
Orlando, Florida 32801
Attn: Jill Burns

This Contract shall represent the entire agreement between the Manager and the District. Both Manager and District understand and agree with the terms and conditions as set forth herein.

Approved by:

**Board of Supervisors
Holly Hill Road East CDD**

Attest

By: _____
Chairman, Board of Supervisors

**Governmental Management
Services- Central Florida, LLC**

Witness

By: _____

Its: _____

EXHIBIT A

DISTRICT MANAGEMENT FEE SCHEDULE

Base Services:

Management Services, Administrative Services, and Accounting and Financial Reporting Services

- Annual Fee \$ 35,000 (plus reimbursables)

Other Services Elected by District:

- Field Services/Contract Administration \$15,000
- Annual Assessment Roll Administration Fee \$5,000 (billed upon certification of assessment roll)
- Dissemination Agent \$5,000 for 1st Bond Issuance (\$1,000 for each addition series)
- Annual Website Maintenance* \$1,200
- Pre-paid Assessment Collection Fee waived

Other Available Services:**

- Bond Issuance Cost \$15,000 (per bond issue)
- Assessment Methodology Preparation \$15,000 (per methodology)
- SERC preparation/Petition Assistance \$2,500 (per SERC)

*Does not include creation of ADA compliant website

**Services are available upon request of the District

**Holly Hill Road East
Community Development District**

Resolution 2020-15

RESOLUTION 2020-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE REMOVAL AND APPOINTMENT OF OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, due to the impending change of the District’s management company effective August 7, 2020, the Board of Supervisors of the District desires to provide for the appointment and removal of a Treasurer, Assistant Treasurer, Secretary and Assistant Secretaries.

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

Section 1. Jill Burns is appointed Secretary effective August 7, 2020. Effective August 7, 2020, the existing Secretary Jane Gaarlandt is removed.

Section 2. George Flint is appointed Assistant Secretary effective August 7, 2020. Effective August 7, 2020, Jennifer Walden is removed as an Assistant Secretary.

Section 3. Ariel Lovera is appointed Treasurer effective upon the adoption of this Resolution. Effective August 7, 2020, the existing Treasurer Jennifer Glasgow is removed.

Section 4. Katie Costa is appointed Assistant Treasurer effective upon the adoption of this Resolution. Effective August 7, 2020, the existing Assistant Treasurer Lubna Sikder is removed.

Section 5. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 8th DAY OF JULY, 2020.

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT
DISTRICT**

CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

**Holly Hill Road East
Community Development District**

Resolution 2020-16

RESOLUTION 2020-16

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT DIRECTING GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, TO ESTABLISH A LOCAL BANK ACCOUNT AT SUNTRUST FOR THE DISTRICT AND APPOINT JILL BURNS, ARIEL LOVERA AND GEORGE FLINT AS SIGNORS ON THE ACCOUNT AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the District’s Board of Supervisors desires to establish a local bank account for the District and appoint Jill Burns, Ariel Lovera and George Flint as signors on the account.

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

SECTION 1. Governmental Management Services – Central Florida, LLC, is directed to establish a local bank account at Suntrust for the District.

SECTION 2. Jill Burns, Ariel Lovera, and George Flint shall be appointed as signors on the account.

SECTION 3. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 8th day of July, 2020.

ATTEST:

**HOLLY HILL ROAD EAST
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors