

*Holly Hill Road East
Community Development District*

Agenda

January 5, 2021

AGENDA

Holly Hill Road East

Community Development District

219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

December 29, 2020

**Board of Supervisors
Holly Hill Road East
Community Development District**

Dear Board Members:

A meeting of the Board of Supervisors of **Holly Hill Road East Community Development District** will be held **Tuesday, January 5, 2021 at 2:00 PM at 346 East Central Ave., Winter Haven, FL 33880.**

Those members of the public wishing to attend the meeting can do so using the information below:

Zoom Video Link: <https://zoom.us/j/98076626990>

Zoom Call-In Information: 1-646-876-9923

Meeting ID: 980 7662 6990

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (¹Speakers will fill out a card and submit it to the District Manager prior to the beginning of the meeting)
3. Consideration of Conveyance Documents for Common Areas of Citrus Reserve and Citrus Landing
4. Consideration of Lighting Proposal from Duke Energy for Citrus Reserve
5. Consideration of Memorandum from Hopping , Green and Sams Regarding E-Verify Requirements in 2021 – **ADDED**

¹ Comments will be limited to three (3) minutes

6. Staff Reports

A. Attorney

B. Engineer

C. Field Manager's Report

D. District Manager's Report

i. Summary of Series 2020 Requisition Ratifications

a) Series 2020 AA3 Requisitions Summary (#39 and #40; #42 and #43)

b) Series 2020 AA4 Requisitions Summary #33 to #38)

7. Other Business

8. Supervisors Requests and Audience Comments

9. Adjournment

SECTION III

Citrus Reserve Documents

AFFIDAVIT OF NON-FOREIGN STATUS
(FIRPTA)

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority, this day personally appeared Jeffrey C. Knight, (“Affiant”), who being first duly sworn, says:

1. That Affiant understands and acknowledges that the United States Foreign Investment in Real Property Tax Act, as amended by the Tax Reform Act of 1984 (Section 1445 of the Internal Revenue Code) provides that a transferee (buyer) of a United States real property interest (as defined in Section 897(c) of the Internal Revenue Code) must withhold tax if the transferor is a foreign person;

2. That Affiant is a Manager of TAMKNIGHT, LLC, (the “**Seller**”), which Seller may be the owner of a United States real property interest (the “**Property**”).

3. That Seller is not a foreign person (as that term is defined in the Internal Revenue Code and Income Tax Regulations).

4. The Seller’s address and United States taxpayer identifying number are as follows:

2476 N Essex Avenue
Hernando, Florida 34442
Tax ID No.: _____

5. Affiant understands that this affidavit may be disclosed to the Internal Revenue Service and that any false statement made herein could be punished by fine, imprisonment, or both.

6. Under penalties of perjury, Affiant declares that he or she has examined the affidavit, and to the best of his knowledge and belief, it is true, correct, and complete.

Print Name: Jeffrey C. Knight

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021 by Jeffrey C. Knight, as Manager of TAMKNIGHT, LLC, a Florida limited liability company, for the purposes stated herein. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of Notary Public)

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **TAMKNIGHT, LLC** a Florida limited liability company (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, which has been or will be paid to it by the **Holly Hill Road East Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”), has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to wit:

1. Any drainage improvements or stormwater management systems, including but not limited to lakes, ponds, fountains, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets), located within the property described on **Exhibit A**;
2. Any plants, trees, timber, shrubbery, and other landscaping located within the property described on **Exhibit A**;
3. Any entry monuments and other hardscape features located within the property described on **Exhibit A**;
4. All streets, roads, and associated improvements located within the property described on **Exhibit A**.
5. All maintenance easements, wall and wall easements located within the property described on **Exhibit A**.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that it is the lawful owner of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF Seller has caused this Bill of Sale to be signed in its name on the day and year above-written effective as of January ___, 2021.

Signed, sealed and delivered by:

Witnesses

TAMKNIGHT, LLC,
a Florida limited liability company

Signature: _____

By: _____
Jeffrey C. Knight, Manager

Printed Name: _____

Signature: _____

Printed Name: _____

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this day by Jeffrey C. Knight, as Manager of TAMKNIGHT, LLC, a Florida limited liability company, to me known to be the person who signed the foregoing instrument and who by means of ☐ physical presence or ☐ online notarization, acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. He ___ has produced satisfactory evidence with an identification or ___ is personally known to me.

WITNESS my hand and official seal, this _____ day of January 2021.

NOTARY PUBLIC

Commission Expiration

(SEAL)

Exhibit A – Legal Description

EXHIBIT A
LEGAL DESCRIPTION

TRACTS A, B, C, D, E, G, H, and I, TOGETHER WITH "CITRUS RESERVE BOULEVARD", "THEODORE STREET" AND "POMELO STREET", ACCORDING TO THE PLAT OF CITRUS RESERVE AS RECORDED IN PLAT BOOK 181, PAGES 37-40- OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PREPARED BY AND RETURN TO:
Roy Van Wyk, Esquire
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**LIMITED LIABILITY COMPANY
AFFIDAVIT FOR DEED**

STATE OF FLORIDA)
)
COUNTY OF _____)

I, Jeffrey C. Knight, on being duly sworn, state:

1. I am the Manager of TAMKNIGHT, LLC, a Florida limited liability company (the “Company”).

2. There has been no dissolution of the Company resulting from transfers of interests in the Company or otherwise.

3. On behalf of the Company, I am authorized to transfer, convey, exchange, assign, mortgage or otherwise deal with or dispose of the property more particularly described on the attached Exhibit “A” (the “Property”) or any interests therein.

4. On behalf of the Company, I am authorized to execute, acknowledge and deliver instruments of any kind that are necessary, convenient or incidental to the transfer of any interest in real property owned or controlled by the Company.

5. On behalf of the Company, I acknowledge this affidavit may be relied upon by the Holly Hill Road East Community Development District (the “District”) for the purpose of acquiring the Property and specifically consent to such reliance by the District.

Affiant

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021, by Jeffrey C. Knight. on behalf of the Company.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT A
LEGAL DESCRIPTION

TRACTS A, B, C, D, E, G, H, and I, TOGETHER WITH “CITRUS RESERVE BOULEVARD”, “THEODORE STREET” and “POMELO STREET”, ACCORDING TO THE PLAT OF CITRUS RESERVE AS RECORDED IN PLAT BOOK 181, PAGES 37-40- OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PREPARED BY AND RETURN TO:

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this 5th day of January 2021, by **TAMKNIGHT, LLC**, a Florida limited liability company, whose address is 2476 N Essex Ave, Hernando, Florida 34442 (hereinafter called the “grantor”), in favor of **HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose address is 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the “grantee”).

[Wherever used herein, the terms “grantor” and “grantee” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Polk County, Florida, further described in **Exhibit A** attached hereto.

Subject to restrictions, covenants, conditions, and easements, of record; however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Grantor represents that grantor has complied with the requirements of Section 196.295, Florida Statutes.

Note to Recorder: This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed, and delivered
in the presence of:

TAMKNIGHT, LLC, a Florida limited
liability company

Witnesses:

By: _____

Jeffrey C. Knight, Manager

Name: _____

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____, 2021, by Jeffrey C. Knight, as
Manager of TAMKNIGHT, LLC.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

ACCEPTANCE BY GRANTEE

By execution of this Special Warranty Deed, Grantee does hereby accept this conveyance, subject to the foregoing covenants, conditions, and restrictions, and agrees that it and the Property are subject to all matters hereinabove set forth. Grantee further agrees to comply with all terms, covenants, conditions, and restrictions provided in this Special Warranty Deed.

Dated this ____ day of _____, 2021.

Signed, sealed and delivered
in the presence of:

**HOLLY HILL EAST COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special-purpose government established under
Chapter 190 of the Florida Statutes

Witnesses:

Name: _____

Warren K. (Rennie) Heath, II
Chairperson, Board of Supervisors

Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by Warren K. (Rennie) Heath, II, as Chairperson of the Board of Supervisors for the Towne Park Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT A
LEGAL DESCRIPTION

TRACTS A, B, C, D, E, G, H, and I, TOGETHER WITH "CITRUS RESERVE BOULEVARD", "THEODORE STREET" and "POMELO STREET", ACCORDING TO THE PLAT OF CITRUS RESERVE AS RECORDED IN PLAT BOOK 181, PAGES 37-40- OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

Citrus Landing Documents

AFFIDAVIT OF NON-FOREIGN STATUS
(FIRPTA)

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority, this day personally appeared John D. Alexander, ("Affiant"), who being first duly sworn, says:

1. That Affiant understands and acknowledges that the United States Foreign Investment in Real Property Tax Act, as amended by the Tax Reform Act of 1984 (Section 1445 of the Internal Revenue Code) provides that a transferee (buyer) of a United States real property interest (as defined in Section 897(c) of the Internal Revenue Code) must withhold tax if the transferor is a foreign person;

2. That Affiant is a Manager of CITRUS LANDING DEVELOPMENT, LLC, (the "Seller"), which Seller may be the owner of a United States real property interest (the "Property").

3. That Seller is not a foreign person (as that term is defined in the Internal Revenue Code and Income Tax Regulations).

4. The Seller's address and United States taxpayer identifying number are as follows:

2300 N Scenic Hwy., ML. #50
Lake Wales, Florida 33898
Tax ID No.: _____

5. Affiant understands that this affidavit may be disclosed to the Internal Revenue Service and that any false statement made herein could be punished by fine, imprisonment, or both.

6. Under penalties of perjury, Affiant declares that he or she has examined the affidavit, and to the best of his knowledge and belief, it is true, correct, and complete.

Print Name: John D. Alexander

SWORN TO AND SUBSCRIBED before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021 by John D. Alexander, as Manager of ATLANTICBLUE CAPITAL, LLC, a Florida limited liability company (f/k/a Atlantic Property Company, LLC), Manager of CITRUS LANDING DEVELOPMENT, LLC, a Florida limited liability company, for the purposes stated herein. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of
Notary Public)

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **CITRUS LANDING DEVELOPMENT, LLC** a Florida limited liability company (“**Seller**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, which has been or will be paid to it by the **Holly Hill Road East Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**”), has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the District, its successors and assigns, the following described property, assets and rights, to wit:

1. Any drainage improvements or stormwater management systems, including but not limited to lakes, ponds, fountains, water control structures, pipes and other water conveyance structures, as well as all catch-basins and related stormwater facilities (including without limitation curbs, gutters and inlets), located within the property described on **Exhibit A**;
2. Any plants, trees, timber, shrubbery, and other landscaping located within the property described on **Exhibit A**;
3. Any entry monuments and other hardscape features located within the property described on **Exhibit A**;
4. All streets, roads, and associated improvements located within the property described on **Exhibit A**.
5. All maintenance easements, wall and wall easements located within the property described on **Exhibit A**.

TO HAVE AND TO HOLD all of the foregoing unto the District, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the Seller does hereby covenant to and with the District, its successors and assigns, that it is the lawful owner of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that Seller has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that Seller will warrant and defend the sale of its said personal property and assets hereby made, unto the District, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF Seller has caused this Bill of Sale to be signed in its name on the day and year above-written effective as of January ___, 2021.

Signed, sealed and delivered by:

Witnesses

CITRUS LANDING DEVELOPMENT, LLC,
a Florida limited liability company

Signature: _____

By: _____

Printed Name: _____

John D. Alexander
Manager of Atlanticblue Capital, LLC

Signature: _____

Printed Name: _____

STATE OF FLORIDA

COUNTY OF _____

THE FOREGOING INSTRUMENT was acknowledged before me this day by John D. Alexander, as Manager of Atlanticblue Capital, LLC, a Florida limited liability company, the manager, to me known to be the person who signed the foregoing instrument and who by means of ☐ physical presence or ☐ online notarization acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. He ___ has produced satisfactory evidence with an identification or ___ is personally known to me.

WITNESS my hand and official seal, this _____ day of January 2021.

NOTARY PUBLIC

Commission Expiration

(SEAL)

Exhibit A – Legal Description

EXHIBIT A
LEGAL DESCRIPTION

TRACTS A, B, C, D, E, G, H, and I, TOGETHER WITH "CITRUS LANDINGS BOULEVARD", "SAGUARO STREET", "DANALI STREET", "MEBA DRIVE", AND "CONGAREE STREET", ACCORDING TO THE PLAT OF CITRUS LANDING AS RECORDED IN PLAT BOOK 181, PAGES 41-44 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PREPARED BY AND RETURN TO:
Roy Van Wyk, Esquire
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

**LIMITED LIABILITY COMPANY
AFFIDAVIT FOR DEED**

STATE OF FLORIDA)
)
COUNTY OF _____)

I, John D. Alexander, on being duly sworn, state:

1. I am the Manager of Atlanticblue Capital, LLC the manager of Citrus Landing Development, LLC, a Florida limited liability company (the “Company”).

2. There has been no dissolution of the Company resulting from transfers of interests in the Company or otherwise.

3. On behalf of the Company, I am authorized to transfer, convey, exchange, assign, mortgage or otherwise deal with or dispose of the property more particularly described on the attached Exhibit “A” (the “Property”) or any interests therein.

4. On behalf of the Company, I am authorized to execute, acknowledge and deliver instruments of any kind that are necessary, convenient or incidental to the transfer of any interest in real property owned or controlled by the Company.

5. On behalf of the Company, I acknowledge this affidavit may be relied upon by the Holly Hill Road East Community Development District (the “District”) for the purpose of acquiring the Property and specifically consent to such reliance by the District.

Affiant

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2021, by John D. Alexander, on behalf of the Company.

(Official Notary Signature & Seal)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT A
LEGAL DESCRIPTION

TRACTS A, B, C, D, E, G, H, and I, TOGETHER WITH “CITRUS LANDINGS BOULEVARD”, “SAGUARO STREET”, “DANALI STREET”, “MEBA DRIVE”, and “CONGAREE STREET”, ACCORDING TO THE PLAT OF CITRUS LANDING AS RECORDED IN PLAT BOOK 181, PAGES 41 - 44 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

PREPARED BY AND RETURN TO:

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

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is executed as of this 5th day of January 2021, by **CITRUS LANDING DEVELOPMENT, LLC**, a Florida limited liability company, whose address is 2300 N. Scenic Highway ML 50, Lake Wales, Florida 33898 (hereinafter called the “grantor”), in favor of **HOLLY HILL ROAD EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, whose address is 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the “grantee”).

[Wherever used herein, the terms “grantor” and “grantee” shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Polk County, Florida, further described in **Exhibit A** attached hereto.

Subject to restrictions, covenants, conditions, and easements, of record; however, reference hereto shall not be deemed to reimpose same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under grantor.

Grantor represents that grantor has complied with the requirements of Section 196.295, Florida Statutes.

Note to Recorder: This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed, and delivered
in the presence of:

**CITRUS LANDING DEVELOPMENT,
LLC**, a Florida limited liability company

Witnesses:

Name: _____

By: _____

John D. Alexander
Manager of Atlanticblue Capital, LLC

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence
or ☐ online notarization this ____ day of _____, 2021, by John D. Alexander, as
Manager of Atlanticblue Capital, LLC, the Manager of Citrus Landing Development, LLC.

(Official Notary Signature & Seal)

Name: _____

Personally Known _____

OR Produced Identification _____

Type of Identification _____

ACCEPTANCE BY GRANTEE

By execution of this Special Warranty Deed, Grantee does hereby accept this conveyance, subject to the foregoing covenants, conditions, and restrictions, and agrees that it and the Property are subject to all matters hereinabove set forth. Grantee further agrees to comply with all terms, covenants, conditions, and restrictions provided in this Special Warranty Deed.

Dated this ____ day of _____, 2021.

Signed, sealed and delivered
in the presence of:

**HOLLY HILL EAST COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special-purpose government established under
Chapter 190 of the Florida Statutes

Witnesses:

Name: _____

Warren K. (Rennie) Heath, II
Chairperson, Board of Supervisors

Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2021, by Warren K. (Rennie) Heath, II, as Chairperson of the Board of Supervisors for the Towne Park Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT A
LEGAL DESCRIPTION

TRACTS A, B, C, D, E, G, H, and I, TOGETHER WITH "CITRUS LANDINGS BOULEVARD", "SAGUARO STREET", "DANALI STREET", "MEBA DRIVE", and "CONGAREE STREET", ACCORDING TO THE PLAT OF CITRUS LANDING AS RECORDED IN PLAT BOOK 181, PAGES 41 - 44 OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

SECTION IV



DE Contact: Nicholas Goulart

Address: 452 E. Crown Point Rd. Winter Garden, FL 34787

Phone: 407-506-6485

Lighting Proposal

WO 35266597/36752716

December 14, 2020

Project Details	
Customer:	Holly Hill Road East Community Development District
Account:	5432708109
Site:	00 HOLLY HILL RD DAVENPORT FL, 33837
Contact:	Rennie Heath
Phone:	863-324-3698

Scope of Request
Installation of 32 50W LED fixtures on 30' grey concrete poles inside the Citrus Reserve subdivision.

Quantity Required	Product Description Fixtures and Poles	Per Unit				Sub-Total
		Rental	Maint.	Fuel & Energy	Unit Total	
32	50W LED Roadway MICRO Type III 3K UG Gray	\$6.67	\$1.39	\$1.11	\$9.17	\$293.44
32	30/35' CONCRETE PLBC301 / 351	\$5.05	\$0.00	\$0.00	\$5.05	\$161.60
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
					\$0.00	\$0.00
Rental, Maintenance, F&E Totals:		\$375.04	\$44.48	\$35.52		
Monthly rates are subject to tariff rate changes		Estimated Monthly Rental				\$455.04
		† Deposit				\$910.00
		Choose	<input checked="" type="checkbox"/> ✧ CIAC	ONE TIME PAYMENT		\$20,643.42
		One	<input type="checkbox"/> * MLDF	MONTHLY PAYMENT		\$328.23

Estimated Monthly Rental excludes any applicable taxes, franchise fees or customer charge.

† **Deposit** - The required deposit (applied separately to your lighting bill) will equal approximately two months of the monthly rental bill, but no less than \$25.00 and subject to change upon review of the account's existing deposit.

✧ **CIAC** - The one time invoice for the Contribution in Aid of Construction will be mailed to you separately upon approval of this proposal and payment is due before the work can be released to scheduling of construction.

OR

* **MLDF** - This Monthly Lighting Distribution Fee will be billed to you separately each month is 1.59% of the Underground or Overhead Service feed and pole installation.

Choose ONE Option by Checking a Box Above

In order for us to proceed with the above proposed lighting design we will need an authorized signature on this proposal and any other required documents enclosed. Do not remit any payment with this form and do not fax. Return these signed documents to the mailing address above or email the color scanned PDF if instructed.

The CIAC charge is subject to change after 30 days or in the event you request or cause any changes to this proposal.

Duke Energy will call for locate of all public facilities. Any customer owned utilities would need to be located and marked at your expense.

If any or all of these lighting facilities will eventually be submitted to a governmental agency for inclusion into a taxing district, MSTU or MSBU special assessment program, please verify that these facilities & charges meet the requirements within that jurisdiction. Should the agency not accept these facilities & charges into their program, the entity who signs the Lighting Service Contract will remain responsible for payment.

✧ forward to working with you on this project.

Authorized Signature _____ Date _____

(Please sign and date to approve this proposal and return via email or the mailing address above)

SECTION V

Hopping Green & Sams

Attorneys and Counselors

MEMORANDUM

TO: District Managers

FROM: Hopping Green & Sams

DATE: December 2020

RE: Section 448.095, *Florida Statutes* / E-Verify Requirements

As you may be aware, the Florida Legislature recently enacted Section 448.095, *Florida Statutes*, which, generally speaking, requires that all employers verify employment eligibility using the United States Department of Homeland Security's "E-Verify" system. Specifically, Section 448.095(2)(a) provides:

"Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system."

Section 448.095(1), F.S., defines "public employer" to be any "regional, county, local, or municipal government . . . that employs persons who perform labor or services for that employer in exchange for salary, wages, or other remuneration or that enters or attempts to enter into a contract with a contractor." Because all CDDs and stewardship districts (together, "Special Districts") enter into contracts with contractors (and many Special Districts have employees), all Special Districts are subject to the new E-Verify requirements.

As a District Manager, there are two steps that need to be taken:

1. Enroll your Special Districts on the E-Verify system, at: <https://www.e-verify.gov/>. An E-Verify enrollment checklist is available at <https://www.e-verify.gov/employers/enrolling-in-e-verify/enrollment-checklist>. In order to enroll, all Special Districts must enter into a memorandum of understanding ("MOU") which must be executed by the chairperson of each board. Under the MOU, the responsibilities of the Special Districts include provision of contact information, display of notices to prospective employees, completion of an E-Verify tutorial, familiarization with the E-Verify User Manual, and other obligations. Samples of the MOU and E-Verify User Manual are attached here.
2. On a going forward basis, include the following contract provision in Special District contracts:

E-VERIFY REQUIREMENTS

The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Please let us know if you have any questions regarding the new law. We appreciate your attention to this matter, and can be reached at 850-222-7500.

SECTION VI

SECTION D

SECTION 1

SECTION (a)

Requisition	Payee/Vendor		Amount
39	Citrus Landing Development, LLC	\$	9,000.00
40	Wood & Associates Engineering, LLC	\$	607.50
41			
42	HUB	\$	3,225.00
43	Tucker Paving	\$	40,133.75
	TOTAL	\$	52,966.25

SECTION (b)

Requisition	Payee/Vendor	Amount	
33	Danielle Fence	\$	17,906.56
34	Tucker Paving, Inc.	\$	174,048.96
35	TamKnight, LLC	\$	9,000.00
36	HUB	\$	17,759.00
37	Wood & Associates Engineering, LLC	\$	712.50
38	Leading Edge Land Services, Inc.	\$	2,800.00
TOTAL		\$	222,227.02